FEDERAL LABOR RELATIONS AUTHORITY OALJ 16-08
Office of Administrative Law Judges
WASHINGTON, D.C.

PENSION BENEFIT GUARANTY CORPORATION RESPONDENT AND INDEPENDENT UNION OF PENSION EMPLOYEES FOR DEMOCRACY AND JUSTICE CHARGING PARTY	Case No. WA-CA-14-0448

Meghan T. Mason
Jessica S. Bartlett
For the General Counsel

Ray Forster
Charles B. Barksdale
Kimberlee J. Gee
For the Respondent

Stuart Bernsen
Richard Anderson
For the Charging Party

Before: CHARLES R. CENTER
Chief Administrative Law Judge

DECISION

STATEMENT OF THE CASE

This is an unfair labor practice proceeding under the Federal Service Labor-Management Relations Statute, 5 U.S.C. §§ 7101-7135 (Statute), and the Rules and Regulations of the Federal Labor Relations Authority (FLRA/Authority), 5 C.F.R. part 2423.

On April 14, 2014, the Independent Union of Pension Employees for Democracy and Justice (Charging Party/Union) filed an unfair labor practice (ULP) charge against the Pension Benefit Guaranty Corporation (Respondent/PBGC). GC Ex. 1(a), (b). After investigating the charge, the Regional Director of the Washington Region issued a Complaint and Notice of Hearing on February 10, 2015, and an Amended Complaint on February 19, 2015, alleging that the Respondent violated § 7116(a)(1) and (8) of the Statute by failing to comply with the requirements of § 7114(a)(2)(A) when it failed to notify the Union in advance of a formal meeting in which general conditions of employment were discussed with bargaining unit employees. GC Ex. 1(c), (d). In its Answer to the Complaint, the Respondent admitted some of the factual allegations but denied that it committed the alleged unfair labor practice. GC Ex. 1(e).

A hearing upon the matter was conducted on April 23 and 24, 2015, in Washington, D.C. At the hearing, all parties were represented and afforded an opportunity to be heard, to introduce evidence, and to examine witnesses. The General Counsel, Charging Party, and the Respondent filed post-hearing briefs, which I have fully considered.

Based on the entire record, including my observation of the witnesses and their demeanor, I find that the Respondent did not provide the Union with notice and an opportunity to designate representatives for a meeting in which general conditions of employment were discussed with bargaining unit employees. Therefore, the Respondent violated § 7116(a)(1) and (8) of the Statute.

In support of these determinations, I make the following findings of fact, conclusions of law, and recommendations.

FINDINGS OF FACT

The Respondent is an agency within the meaning of § 7103(a)(3) of the Statute. GC Ex. 1(c), (d). The Charging Party is a labor organization within the meaning of § 7103(a)(4) of the Statute, and it is the exclusive representative of a unit of employees that is appropriate for collective bargaining at Respondent's Washington D.C. headquarters.

PBGC is a federal government agency which administers the pension plan termination insurance program established under the Employee Retirement Income Security Act of 1974. PBGC takes over assets and liabilities of certain terminated pension plans, then calculates and pays pension benefits up to a guaranteed amount to participants in those plans. The Respondent's Benefit Administration and Payments Department (BAPD), and the Trusteeship Processing Divisions (TPDs), perform much of that work. BAPD, the larger umbrella organization has about 200 employees and several hundred contractor employees. BAPD has a number of divisions, including seven TPDs designated as 1-7. The subject case principally deals with the employees in TPD-3. Each TPD is managed by a Division Manager (DM), an Associate Division Manager (ADM), one or more team leaders, and an audit or actuarial technical reviewer (ATRs). During the relevant March 2014, time period, Alan Warsaw held the position of Operations Manager and supervised the seven TPDs within BAPD.

Stuart Bernsen is employed as a Staff Attorney for the Respondent. He is currently the President of the Union[1] and has held the position since July 1, 2013. Valda Johnson has worked as an ATR in TPD-3 since 2006, and for approximately two years has served as the Vice President and Chair of Negotiations for the Union. Debra Murray has worked as an Employees' Benefit Law Specialist assigned to TPD-3, and held the position of Secretary of the Union during the relevant March 2014, time period.

In addition to Operations Manager Warsaw, who held that position in March 2014, Hsiao-Ling Huang serves as the DM for TPD-5, and in March 2014 was appointed by Warsaw to begin serving as the Acting DM for TPD-3 effective April 1. Debra Bailey has served as the DM for TPD-3 since January 2015, and prior to that time was appointed by Warsaw to serve as the ADM of TPD-3 effective April 1.

Events of March 24, 2014

On Monday, March 24, Warsaw sent out a calendar invite to TPD-3 employees and copied Respondent Managers Joan Passerino[2], Huang, and Bailey. GC Ex. 5. Both Johnson and Murray received the email in their capacity as employees and not as Union representatives. The invite informed TPD-3 staff that a meeting would be held on Tuesday, March 25, from 11:00 a.m. to 12:00 p.m., in Conference Room 7733. It also indicated that the meeting concerned a "Discussion of Change in Leadership in TPD-3."[3] No Union officer acting in their official capacity as a Union representative received a calendar invite.

Upon receipt of the calendar invite, Johnson replied to Warsaw, questioning the efficacy of the appointments and their impact on goals, performance ratings, appeals, and other matters. GC Ex. 6. Warsaw did not respond to Johnson's e-mail nor did he state that discussions about employee goals or performance ratings could not be raised at the meeting.

Murray also replied to Warsaw's calendar invite and informed him that she would not be attending the March 25 meeting because of scheduled mandatory training on that day from 9:30 a.m. to 12:00 p.m. GC Ex. 11(a). Warsaw responded, stating that the meeting was mandatory and requested that she attend for at least the first 15 minutes. GC Ex. 11(b). Murray responded and agreed to attend the meeting. GC Ex. 11(c).

Later that day, Johnson sent an email to Warsaw inquiring about the bridge line that would be used for the meeting. GC Ex. 7[4]. When Johnson did not receive a reply from Warsaw regarding the bridge line, she sent an email to him confirming that a bridge line was reserved for the March 25 meeting to accommodate those employees on telework or travel.

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[1] The Union was certified as the exclusive collective bargaining representative of PBGC employees on November 16, 2011, in Case No. WA-RP-11- 0070.

[2] During the relevant March 2014 period, Passerino served as the Deputy Director of BAPD and was Warsaw's immediate supervisor. (R. Ex. 4).

[3] Warsaw testified that a change in leadership includes a change of rating officials for the work performance of bargaining unit employees. (Tr. 193).

[4] A bridge line (conference call telephone number) was used for those employees who were working off site on March 25 allowing them to participate in the meeting.

Johnson also informed Warsaw that she did not believe that proper advanced notice was provided to the Union. GC Ex. 8. Johnson testified that her use of the words proper advanced notice meant that the March 25 meeting constituted a formal discussion for which the Union was required to receive proper notification. Tr. 89.

There is no dispute that the meeting was scheduled to announce two new managers in TPD-3. Because of the impending retirement of existing managers Marjorie Brown (Brown) and Jeannette Pittman (Pittman), Warsaw intended to announce the appointment of Huang as the new DM and Bailey as the new ADM in their place.

Events of March 25, 2014

On the morning of March 25, but prior to the commencement of the 11:00 a.m. meeting, Warsaw sent an email to the TPD-3 staff informing them he understood Johnson had set up a bridge line number the night before, and while he appreciated her support, he was not aware of her actions until this morning when he had already reserved a different number and requested those calling in for the meeting to use that number. GC Ex. 9.

Before the meeting commenced, Johnson sent an e-mail to Union officers requesting that someone should represent their interests at the meeting. Tr. 44. She also left a voicemail for Bernsen about having Union representation at the meeting because it was going to cover working conditions but he did not retrieve the message until after 11:00 a.m. Tr. 44-45.

Thirteen bargaining unit employees attended the meeting in the conference room while four other employees participated through the telephone bridge line including Johnson. The meeting commenced at 11:00 a.m. with Warsaw greeting everyone in attendance and included Brown and Pittman who were retiring. In addition to those supervisors, Huang and Bailey attended the meeting on behalf of the Respondent. Brown spoke at the meeting and informed the staff that she had enjoyed working with everyone and stated that she knew that TPD-3 employees would be successful as they were a talented group. Warsaw then introduced Huang and Bailey, for the first time, as the new Managers of TPD-3. Huang told the employees that she was not a stranger since in her capacity as DM of TPD-5 both Divisions are on the same floor, and she used to work as an Auditor in TPD-3. Bailey also made some remarks concerning her job experience at the Respondent.

Warsaw denied, prior to opening the floor for employee questions, that he made any comments about conditions of employment. Both Huang and Bailey contradicted that assertion, and testified that prior to opening the floor for general questions from employees, Warsaw informed them that we would do everything to help the staff and that contractors would be brought in to do asset and PDR work. Tr. 216, 227. This is also consistent with Johnson's testimony that Warsaw talked about outside contractors prior to opening the meeting for general questions. Tr. 94.

Warsaw then asked the employees attending the meeting whether they had any questions but did not qualify or limit the scope of questioning that was permitted. Tr. 207, 216. Johnson testified that she asked a number of questions including management's intent to use contractors rather than to hire new federal staff to assist with the work, asking how

employees were to submit leave slips and if employees could take leave that had already been approved, and inquired about telework. Tr. 94-95. This was also confirmed by Bailey. Tr. 227. Questions were also asked by employees about how performance evaluations would be handled and whether work completed prior to the new managers coming on board would be taken into account. GC Ex. 4; Tr. 102-03. Another employee asked a question about employees' ability to meet their goals, which was of great concern for TPD-3 employees. Tr. 95. This was confirmed by Bailey during her testimony. Tr. 235-36.

The managers in attendance did not refuse to respond to questions raised by employees who attended the meeting. For example, Warsaw admitted that in response to employee questions, he informed them that meeting their performance goals would not change and everything would remain the same. He also informed Johnson, in response to her question about the retiring managers input for their performance appraisals, that the former supervisors would provide input to the new supervisors for the time they supervised the bargaining unit employees. Tr. 197-98.

Huang testified that it was understandable for employees to have questions about the new Managers' expectations of them and that management should be expected to have answered any questions to promote transparency. Tr. 220. Moreover, Huang admitted that she specifically responded to employee questions about leave slips and Warsaw responded about employee questions on performance reviews. Tr. 217.

After retrieving Johnson's voice mail message and not being successful in accessing the bridge line number, Bernsen decided to attend the meeting in the conference room in his Union capacity since he had been informed by Johnson that it involved conditions of employment and the Union had not been invited to attend. Accordingly, at approximately 11:12 a.m., he opened the door to the conference room and took a seat around the perimeter of the room and began taking notes. GC Ex. 4; Tr. 46-47. When Bernsen arrived, Warsaw was answering an employee question and Bernsen's written notes reflect that management representatives were responsive to telework and performance appraisal questions. GC Ex. 4; Tr. 49. At approximately 11:17 a.m., Warsaw stopped responding to Johnson and began a dialogue with Bernsen. He asked Bernsen why he was at the meeting, and Bernsen responded that he was there as a Union representative, and discussions were underway about working conditions. Warsaw requested that Bernsen leave the meeting but Bersen remained in his chair. Warsaw stated that Bernsen did not have the right to be at the meeting and asked him to again leave. Bernsen said that the Union had the right to be there. Warsaw informed Bernsen that the meeting would end unless he left the room. When Bernsen refused to leave the meeting, despite being in the midst of a dialog with Johnson, Warsaw abruptly declared that the meeting was over, hung up the telephone, and left the room. Tr. 54, 97, 138. At the time Warsaw left the room, the meeting had lasted approximately twenty minutes. Tr. 97.

Shortly after the meeting ended, Johnson sent an email to Warsaw. GC Ex. 10(a). It stated in pertinent part that she did not appreciate Warsaw hanging up the phone on her when she had asked a question about performance. Additionally, Johnson sent Warsaw a second email indicating that he did not realize how bad morale was and that management was

changing the structure of the units by putting one DM over two TPDs, which would impact employees. GC Ex. 10(b). The email also stated that Warsaw did not have to end the meeting just because Bernsen was present, that Bernsen had not said a word, and that the Union was allowed to attend the meeting as it constituted a formal discussion.

Events of April 14, 2014

Bernsen testified that he filed the ULP charge via facsimile with the Washington Regional Office between 8:48 p.m. and 8:49 p.m. on April 14. The Union alleged in the charge that the PBGC violated § 7116(a)(1) and (8) of the Statute by holding a formal discussion with employees without providing prior notice to the Union. GC Ex. 1(a); Tr. 34-35. He further testified that the charge was served on the Respondent, via email at 9:09 p.m. on April 14.

On the same day, at 9:09 p.m., Bernsen filed an institutional grievance with the Respondent via email. R. Ex. 3(a); Tr. 54-55. The institutional grievance alleged that the Respondent had violated rights contained in the CBA between the Respondent and UPE, and a professional courtesy directive based on management's actions in the meeting held on March 25. R. Ex. 1, 3(b). Bernsen testified that the institutional grievance specifically stated that it was not alleging a ULP. Tr. 55.

POSITIONS OF THE PARTIES

General Counsel

The General Counsel contends that the subject ULP charge is not barred by § 7116(d) of the Statute as the record conclusively establishes that the ULP charge was filed prior to the institutional grievance. Moreover, the General Counsel argues that even if the Union had filed the ULP charge after filing its institutional grievance, the charge would not be barred under § 7116(d) because the legal theories advanced in support of the ULP charge and the grievance are not substantially similar.

The General Counsel further argues that the Respondent violated § 7116(a)(1) and (8) of the Statute when it failed to provide the Union with notice and an opportunity to designate representatives for a formal discussion conducted on March 25 because the meeting was a discussion between one or more representatives of the Respondent and one or more bargaining unit employees or their representatives, and the subject matter of the meeting concerned general conditions of employment.

Finally, the General Counsel requests a notice posting on bulletin boards along with distribution by email to all bargaining unit employees, to be signed by the Respondent's Director of Human Resources.

Respondent

The Respondent asserts that the subject ULP charge is precluded § 7116(d) of the Statute because the Union filed an institutional grievance over the same factual situation and it contends that the grievance was filed prior to the ULP charge.

The Respondent also argues that it did not schedule or hold a formal discussion with TPD-3 staff on March 25 because the intent of the meeting was to introduce new managers to the employees. In anticipation of the meeting, no agenda was prepared or distributed, there were no other stated topics for the meeting other than to introduce the new managers, and no changes to conditions of employment were proposed, announced or anticipated. Moreover, the Respondent avers that the brief twenty minute meeting was held in the immediate work area of TPD-3, it was not mandatory for employees to attend, and no minutes were prepared or distributed to employees. The Respondent submits that despite the intended purpose of the meeting being an informal introduction, the two Union representatives made an orchestrated attempt to take over the meeting and turn it into a discussion about conditions of employment. Given that, the Respondent contends that it did not violate § 7116(a)(1) and (8) of the Statute because no discussion occurred during the March 25 meeting that concerned general conditions of employment.

DISCUSSIONS

The § 7116(d) Allegations

Section 7116(d) of the Statute bars a party from filing both a ULP and a grievance or statutory appeal over the same issue. It states in pertinent part that issues which can be raised under a grievance procedure may, in the discretion of the aggrieved party, be raised under the grievance procedure or as an unfair labor practice under this section, but not under both procedures. Under § 7116(d) an earlier filed grievance bars an unfair labor practice when: (1) the ULP and grievance are about the same issue; (2) the issue which is being raised in the ULP was raised earlier under the grievance procedure; and (3) the grievance and ULP actions are initiated at the discretion of the same party. *See U.S. Dep't of the Air Force, 62nd Airlift Wing, McCord AFB, Wash.*, 63 FLRA 677, 679 (2009).

In *McCord AFB*, the ULP and grievance were both based on an employee's suspension. However, the theory advanced in the ULP charge was a statutory violation based on interference and coercion, and the theory advanced in the grievance was a question of contract interpretation and application. Since the theories were not the same § 7116(d) did not bar the later-filed ULP charge. 63 FLRA at 680-81.

Contrary to the Respondent's position that the institutional grievance was filed prior to the ULP charge, the record establishes otherwise. In this regard, the ULP charge was filed by the Union on April 14 by fax machine at approximately 8:48 p.m. with the Washington Regional Office. The institutional grievance was filed by the Union on the same day at approximately 9:09 p.m. and was served on the Respondent. Likewise, a copy of the

previously filed ULP charge was served simultaneously by email on the Respondent at 9:09 p.m. Tr. 34-35. Moreover, I note that Counsel for the Respondent, admitted on the record, that the Respondent had no evidence to dispute that the charge was sent to the Washington Regional Office about 8:40 p.m. on the same day that the charge and grievance were sent to the PBGC at 9:09 p.m. Tr. 267.

Furthermore, the ULP charge would not be barred under § 7116(d) because the legal theories advanced in support of the charge and the grievance are not substantially similar. In this regard, the ULP charge alleges that the Respondent violated the Statute by failing to provide the Union with notice and an opportunity to attend the March 25 meeting. In contrast, the institutional grievance alleges that the Respondent violated contractual provisions of the CBA between the UPE and the PBGC. R. Ex. 1. Additionally, the Union did not refer to the statute in the grievance and noted that the grievance did not allege ULPs. R. Ex. 3(b); Tr. 55.

For the above reasons, I reject the Respondent's contention that the ULP charge should be dismissed under § 7116(d) of the Statute.

The § 7116(a)(1) and (8) Allegations

Section 7114(a)(2)(A) of the Statute states that an exclusive representative of an appropriate unit shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives, concerning any grievance or any personnel policy or practices or other general conditions of employment.

For a discussion to be a formal discussion, it must be shown that there is a discussion, which is formal, between one or more agency representatives and one or more unit employees or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. In looking at these elements, the Authority has stated it will be guided by the intent and purpose of the Statute to provide the union with an opportunity to safeguard its interests and the interests of bargaining unit employees. *U.S. DOJ, BOP, Fed. Corr. Inst. (Ray Brook, N.Y.)*, 29 FLRA 584, 588-89 (1987). Additionally, in order to determine whether a meeting was "formal," the totality of the circumstances presented must be examined and a number of factors are considered including, the purpose of the meeting, the status of the individual who held the discussion, whether any other management representatives attended, whether a formal agenda was established, the manner in which the discussion was conducted, and was attendance mandatory. *F.E. Warren AFB, Cheyenne, Wyo.*, 52 FLRA 152, 155-57 (1996).

Approximately one day prior to the March 25 meeting, Warsaw contacted Labor Relations Specialist Paul Davis (Davis) and informed him that he was going to have a meeting with TPD-3 employees to introduce the new managers because two incumbent supervisors were retiring. Additionally, Warsaw apprised Davis that he wanted to acknowledge and thank the incumbent supervisors for their service. Davis told Warsaw that's fine, so long as you stick to the topic and don't go any further than that. Tr. 175, 253.

If the March 25 meeting was solely limited to the introduction of new managers, it would not have constituted a formal meeting. However, Warsaw did not adhere to the advice provided by Davis, and I find that the March 25 meeting progressed into a formal discussion for the following reasons.

Although the Respondent did not provide the TPD-3 employees with a meeting agenda or minutes of the meeting, other factors confirm that the meeting was formal. For example, the meeting was scheduled in advance by means of an e-mail to TPD-3 employees authored by Warsaw. The meeting was mandatory and conducted away from the work area in a conference room that was not specifically dedicated to TPD-3 employees. Tr. 201. Indeed, Warsaw testified that by sending the meeting invite, he expected that all employees would attend the meeting and he admitted that he informed Murray in writing that the meeting was mandatory. Tr. 185.

There is no dispute that Warsaw was the third-level supervisor of the TPD-3 employees and the meeting also included the former and future second-level supervisors for the majority of TPD-3 employees, namely Brown and Huang, and their future first-line supervisor Bailey. Also, the meeting was originally scheduled for one hour, and it ended after approximately twenty minutes only because Warsaw ended it prior to completion. While attendance was not taken at the meeting, there is no dispute that the Respondent knew who was present in the conference room on March 25, and which employees participated in the meeting by conference call.

The Authority held in *U.S. DOJ, INS, N.Y. Office of Asylum, Rosedale, N.Y.*, 55 FLRA 1032, 1038 (1999), that while the meeting only lasted ten minutes, only the first-level supervisor attended, and no agenda was prepared or notes were taken, other factors such as the meeting was scheduled in advance, was conducted by a supervisory asylum officer, and was mandatory, indicated that the meeting was formal.

Further, I find that the March 25 meeting addressed general conditions of employment. The record establishes that after Warsaw introduced the new supervisors to the TPD-3 staff and provided the retiring incumbent supervisors an opportunity to address the employees, he addressed general conditions of employment. In this regard, and confirmed by Huang and Bailey, Warsaw informed the employees that management would do everything to help the staff in performing their work and contractors would be brought in to do asset and PDR work. Based on this statement, and immediately after Warsaw asked if the employees had any questions, Johnson asked Warsaw why the Respondent did not intend to hire federal employees to assist with the work.

Once Warsaw opened the floor for questions, a number of employees inquired about their working conditions, such as telework, leave requirements, and performance expectations. Such questions, which were answered by Warsaw, Huang, and Bailey, were a natural progression considering that the Respondent was appointing new managers who would be overseeing the employees' conditions of employment and rating their performance. This is consistent with Warsaw's testimony that a change in leadership includes a change in rating officials who would be reviewing the work performance of bargaining unit employees.

Tr. 193. It also follows the Authority's holding in *U.S. Dep't of the Air Force, Air Force Material Command, Space & Missile Sys. Ctr., Detachment 12, Kirtland AFB, N.M.*, 64 FLRA 166, 174-75 (2009) which held that because the meeting was conducted to address among other things, a change in the lines of supervision, its subject matter concerned general conditions of employment.

Lastly, the record establishes that the Union was not notified in advance about the March 25 meeting, and while Johnson and Murray were informed of the meeting earlier, it was only in their capacity as TPD-3 employees and not in their Union capacity because Warsaw believed the Union had no right to be present. *Dep't of the Air Force, Sacramento Air Logistics Ctr., McClellan AFB, Cal.*, 29 FLRA 594, 606 (1987) ("actual representation" was not enough since the employee who received the notice was not the designated representative for the matter under discussion).

Because the meeting constituted a formal discussion, the Union should have been provided advance notice and an opportunity to designate a representative for the meeting.[5]

REMEDY

The General Counsel requests, and I agree, that a notice signed by Respondent's Director of Human Services should be distributed to all bargaining unit employees by email and posted on bulletin boards.

In accordance with the Authority's recent decision that unfair labor practice notices should, as a matter of course, be posted both on bulletin boards and distributed electronically, such posting is ordered. *See U.S. DOJ, Fed. BOP, Fed. Transfer Ctr., Okla. City, Okla.*, 67 FLRA 221 (2014).

CONCLUSION

I find that the Respondent violated § 7116(a)(1) and (8) of the Statute when it failed to comply with the requirements of § 7114(a)(2)(A) of the Statute by not providing the Union with notice and an opportunity to designate representatives for a meeting with TPD-3 employees.

Accordingly, I recommend that the Authority adopt the following Order:

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[5] The Respondent could have avoided a violation if it had merely given the Union notice and an opportunity to attend the March 25 meeting or if it had not opened the floor to questions after introducing the new supervisors. If an agency does not want to have a formal discussion, don't invite conditions of employment questions at a meeting and if you anticipate questions about working conditions, give notice to the exclusive representative. For future situations involving formal discussions, I recommend that the parties refer to the General Counsel's updated guidance on this subject which can be found on the FLRA website.

ORDER

Pursuant to § 2423.41(c) of the Rules and Regulations of the Authority and § 7118 of the Federal Service Labor-Management Relations Statute (Statute), the Pension Benefit Guaranty Corporation, shall:

1. Cease and desist from:

(a) Failing to provide the Independent Union of Pension Employees for Democracy and Justice (Union) advance notice and an opportunity to be present at formal discussions with bargaining unit employees about conditions of employment.

(b) In any like or related manner, interfering with, restraining, or coercing bargaining unit employees in the exercise of their rights assured by the Statute.

2. Take the following affirmative actions in order to effectuate the purposes and policies of the Statute:

(a) Post at its facilities where bargaining unit employees represented by the Union are located, copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt, they shall be signed by the Director of Human Resources, and shall be posted and maintained for sixty (60) consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to ensure that such Notices are not altered, defaced, or covered by any other material.

(b) In addition to physical posting of paper notices, Notices shall be distributed electronically, on the same day the Notice is physical posted, to all bargaining unit employees represented by the Union, if such method is customarily used to communicate with employees.

(c) Pursuant to § 2423.41(e) of the Rules and Regulations of the Authority, notify the Regional Director, Washington Region, Federal Labor Relations Authority, in writing, within thirty (30) days from the date of this Order, as to what steps have been taken to comply.

Issued, Washington, D.C., November 13, 2015

Charles R. Center

CHARLES R. CENTER
Chief Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF

THE FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the Pension Benefit Guaranty Corporation, violated the Federal Service Labor-Management Relations Statute (Statute), and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL provide the Independent Union of Pension Employees for Democracy and Justice (Union) an opportunity to be represented at any formal discussions in accordance with 5 U.S.C. § 7114(a)(2)(A) of the Statute.

WE WILL afford the Union advance notice and an opportunity to be present at formal discussions with bargaining unit employees about conditions of employment.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce bargaining unit employees in the exercise of their rights assured by the Statute.

_____
(Agency/Respondent)

Dated: _____ By: _____
(Signature) (Title)

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

If employees have any questions concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director, Washington Region, Federal Labor Relations Authority, whose address is: 1400 K Street, NW, 2nd Flr., Washington, D.C., 20424, and whose telephone number is: (202) 357-6029.