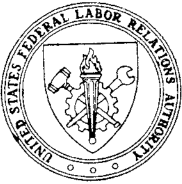

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
OFFICE OF ADMINISTRATIVE LAW JUDGES
Suite 705 - 1111 20th Street, NW.
Washington, D.C. 20036

In the Matter of

GENERAL SERVICES ADMINISTRATION
REGION 9
FEDERAL PROTECTIVE SERVICE DIVISION
SAN FRANCISCO, CALIFORNIA
Respondent

and

INTERNATIONAL FEDERATION OF FEDERAL POLICE, LOCAL 41
Complainant

Case No. 70-6535(CA)

Vincent A. Harrington, Jr., Esquire
Van Bourg, Allen, Weinberg & Roger
45 Polk Street
San Francisco, California 94102

For the Complainant

Mr. Timothy Loney
Mr. Stephen P. Saunders
GSA Personnel Division
525 Market Street
San Francisco, California 94105

For the Respondent

Before: WILLIAM B. DEVANEY
Administrative Law Judge

RECOMMENDED DECISION AND ORDER

Statement of the Case

This proceeding under Executive Order 11491, as amended (hereinafter also referred to as the "Order") was commenced before the Assistant Secretary for Labor-Management Relations, United States Department of Labor; however, pursuant to transition rules and regulations, Federal Register, Vol. 44, No. 1, January 2, 1979 (5 C.F.R. Section 2400.2), all proceedings after January 1, 1979, have been

conducted before the Federal Labor Relations Authority, the Notice of Hearing was issued by a Regional Director of the Authority, and this decision is issued in the name of the authority, in accordance with the transition rules and regulations which have been republished as Subchapter A, Part 2400 or 5 C.F.R. Chapter XIV, Federal Register, Vol. 44, No. 147, July 30, 1979.

Complainant filed a charge on, or about, September 11, 1978, and a complaint on December 11, 1978 (ALJ Exhs. 1, 1-a), which alleged violations of Sections 19(a)(1) and (2) of the Order. On May 1, 1979, Complainant filed an amended complaint (ALJ Exh. 2) which deleted the allegation of a violation of Section 19(a)(2), and, on July 17, 1979, the Regional Director issued a Notice of Hearing on the alleged violations of Section 19(a)(1) of the Order (ALJ Exh. 3), a hearing was set for July 24, 1979, and, pursuant thereto, a hearing was duly held before the undersigned on July 24, 1979, in San Francisco, California. Respondent's motion to Dismiss is hereby denied.

All parties were represented at the hearing, were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues involved herein. At the conclusion of the hearing, August 24, 1979, was fixed as the date for mailing briefs and each party has timely filed a brief which have been carefully considered. Upon the basis of the entire record, including my observation of the witnesses and their demeanor, I make the following findings, conclusions and recommended order.

The Issues

There are two issues. First, did Respondent violate Section 19(a)(1) by asking employees whether a supervisor, who attended as a member, made a statement at a union meeting? The statement, if made by the supervisor, posed a serious labor-management question. Second, did Respondent violate Section 19(a)(1) by advising an employee, not employed in the bargaining unit, in substance that, because his use of leave-without-pay (LWOP) had been excessive, LWOP would be granted in the future only under stated conditions? These conditions were: 1. For purposes of illness, only when vertified and substantiated by a doctor's certificate; 2. For all other purposes, only when justification is submitted in writing at least one week in advance and is accepted. Union activities in conjunction with International Federation of Federal Police will not normally be considered an acceptable reason for granting LWOP. However, any decision will be made on a case by case basis.

Findings and Conclusions

I. Questioning Employees.

An employee came to Mr. Edwin W. Lobess, Acting Director of the Federal Protective Service Division, and complained that Sgt. Alonzo Smith, a conceded supervisor, at a union meeting, which Sgt. Smith attended as a member, had stated that officers trained at the Police Academy think they are coming here to act as policemen but "you don't listen to that; you don't pay attention to that; you do as I tell you." (Tr. 72).

Historically, federal protective officers were, essentially, guards. More recently, their duties have been expanded to include police functions and their training is now that of police officers. Some older officers resisted the change in their function and did not want to work with the young, Academy trained, officers. Accordingly, because Mr. Lobess considered any such statement by a supervisor a serious departure from management policy and a serious labor-management problem, he immediately consulted with Mr. Stephen P. Saunders, a labor relations specialist. Mr. Saunders agreed with Mr. Lobess' evaluation, i.e., that such a statement by a supervisor would have been contrary to management policy; recommended that the allegation be investigated; and, because the statement had been made at a union meeting and any investigation might involve unfair labor practice connotations, it was decided that Mr. Saunders should conduct the investigation.

The employee who had made the complaint to Mr. Lobess, which he repeated to Mr. Saunders, gave the names of employees whom, he asserted, had been present and had heard the statement. Mr. Saunders interviewed each of those persons. He asked two questions: 1. Were you at the meeting?; 2. Did you hear Sgt. Smith make the statement attributed to him? Mr. Saunders testified that he made it clear to each person interviewed that the purpose was to determine whether Sgt. Smith did, or did not, make certain statements; that he was not interested in anything else that went on in the union meeting.

Officer Raymond Ramos, then Secretary-Treasurer of Local 41, was one of the employees interviewed and he fully confirmed Mr. Saunders' testimony, namely that Mr. Saunders told him he was "...investigating concerning the statement that Sgt. Smith had mentioned in the Union meeting and that was all." Although Officer Ramos stated, in answer to the question, "Did he [Mr. Saunders] ask you whether others had been in attendance at

the meeting?", as follows: "I believe, so, yes." (Tr. 57), Mr. Saunders, in answer to the question "Did you ask Mr. Ramos who was in attandance at that Union meeting?", stated, "I don't recall asking that, no." (Tr. 85). Officer Ramos' testimony is equivocal at best and, under all circumstances, I do not find that Mr. Saunders asked him the names of any other person who attended the union meeting. Not only did Mr. Saunders deny any recollection of having asked, but he had been told by the complaining employee the names of the employees asserted to have been present and who heard Sgt. Smith's statement; he interviewed only those individuals; and he testified very positively that he asked only two questions, as noted above, namely, were you present and did you hear Sgt. Smith make a stated statement.

There can be no doubt that, as a general rule, interrogation of employees about internal union matters is an unfair labor practice, Social Security Administration, Bureau of Hearings and Appeals, A/SLMR No. 945, 7 A/SLMR 1040 (1977); Vandenberg Air Force Base, 4392 Aerospace Support Group, Vandenberg AFB, California, A/SLMR No. 383, 4 A/SLMR 272 (1974); but, as Judge Naimark stated by way of dictum in Social Security Administration, Bureau of Hearings and Appeals, supra, such interrogation may not constitute an unfair labor practice if conducted for a legitimate reason and subject to appropriate assurances that no ill effects would result from such queries. General Services Administration, Region 10, Auburn, Washington, A/SLMR No. 985 (1978), squarely presented the question of interrogation of employees for a legitimate purpose and the Assistant Secretary held that such interrogation was not an unfair labor practice. In the General Services Administration, Region 10, case, supra, an investigator questioned an employee, the Chief Steward, concerning the names of those persons in attendance at a union meeting in order that he could interview them to determine how a bid document had been disclosed from a confidential agency file. The investigator told the Chief Steward that he was not interested in matters discussed at the meeting. In addition, the investigator had interviewed about 25 employees. While the investigator wanted the names of those persons present at the union meeting in order to question them concerning possible violations of GSA Standards of Conduct, the Federal Procurement Regulations, and the United States Code, and not union activity; nevertheless, employees, or at least the person or persons responsible for disclosure of a confidential bid document at a union meeting, questioned or to be questioned, faced possible disciplinary action.

In the present case, as in Region 10, supra, the interrogation

was for a legitimate purpose, namely, to determine whether a supervisor had made a statement attributed to him which, if made, was contrary to management policy. Here, unlike Region 10, supra, Respondent did not ask employees interviewed for the names of persons who attended the union meeting. Here, Respondent asked the employees, reported by the complaining employee to have been present, whether they had been present at the meeting and whether they heard Sgt. Smith make the statement attributed to him. The record shows without contradiction that Mr. Saunders told each employee interviewed that he was investigating concerning the statement that Sgt. Smith was alleged to have made at the meeting and that was all; that he was not interested in anything else that went on at the union meeting. Of the employees interviewed only Officer Ramos testified, but his testimony leaves no doubt that he fully understood that only Sgt. Smith was being investigated. 1/ Accordingly, I conclude that Respondent did give appropriate assurances to each employee interviewed that he would not be subjected to any ill effects as the result of

---

1/ The complaint does not concern Sgt. Smith. In actuality, Mr. Lobess testified that the results of the interviews were inconclusive, that one employee asserted that he hadn't heard any statement by Sgt. Smith, another thought he had made the statement in jest, and another stated he was not at the meeting; and Officer Ramos testified that Sgt. Smith said that new employees should follow Regional policy even if such policy was in conflict with what they had been taught at the academy. Accordingly, no disciplinary action was taken against Sgt. Smith except that Capt. Lopez, at Mr. Lobess' instruction, counseled Sgt. Smith that supervisors must not discourage young officers from performing their duties properly.

I expressly decline to make any determination in this proceeding as to whether, or under what circumstances, a supervisor has any right cognizable under Section 19(a) of the Order for the reason that no such issue has been raised by the complaint in this case. The parties must bear in mind the provisions of Sections 1(b), 2(b) and 10(b) of the Order. See, also, Internal Revenue Service, Chicago District, A/SLMR No. 279, 3 A/SLMR 304 (1973). U.S. Department of the Treasury, Internal Revenue Service, Western Service Center, Ogden, Utah, A/SLMR No. 280, 3 A/SLMR 310 (1973); Directorate of Maintenance, Manufacture and Repair Branch (MANPSM), Warner Robins Air Material Area (WRAMA), Robins Air Force Base, Georgia, A/SLMR No. 365, 4 A/SLMR 190 (1974); Department of the Navy, Office of the Secretary, Washington, D.C., A/SLMR No. 393, 4 A/SLMR 341 (1974).

Mr. Saunders' queries to him. 2/

Complainant contends, of course, that any interrogation of employees about anything that occurs at a union meeting constitutes a per se violation of Section 19(a)(1). I find no support in the decisions under the Executive Order for this premise. To the contrary, the decisions, as set forth above, are to the effect that interrogation for a legitimate purpose, with appropriate assurances to the employees that the questions will not subject them to retaliation because of their union activity, and which avoids inquiry into internal union affairs beyond the legitimate purpose of the inquiry, does not violate Section 19(a)(1) of the Order. Respondent had a legitimate purpose, namely, to determine whether a supervisor had made a statement at a union meeting which was in violation of management policy; it limited its inquiry narrowly to two questions, to wit: were you present and did you hear Sgt. Smith make the statement in question; there was no threat to any employee questioned; and appropriate assurances of the purpose of the investigation were given. Accordingly, Respondent's interrogation of employees concerning an alleged statement made by a supervisor at a union meeting was not a violation of Section 19(a)(1) of the Order.

II. LWOP Restriction

Mr. Daniel Anthony Jaimez was hired as a Protection Service

2/ It is recognized that Officer Ramos initially requested that he have a witness present, not because he feared that he faced any possible disciplinary action, but, because Sgt. Smith might, he did not want any statement he made to be misunderstood; that when his request was denied he refused to answer; that, because he refused to cooperate with investigative representatives, Respondent had proposed discipline against Mr. Ramos; and that, at that point, Officer Ramos gave a statement. Nevertheless, the record is clear that Officer Ramos fully recognized that Mr. Saunders' question as to whether Sgt. Smith had, or had not, made the statement attributed to Sgt. Smith posed no possible threat of discipline to him (Ramos). Moreover, inasmuch as the complaint does not allege any violation vis-a-vis the threat of discipline because of Officer Ramos' initial refusal to answer, I expressly make no determination with regard thereto and draw no inference therefrom. See, in this regard, General Service Administration, Region 10, supra, which did involve this contention.

Officer in June 1971. In April 1976, he terminated his employment with Respondent to accept the position of Assistant Regional Director of the International Federation of Federal Police. Subsequently, the International was declared defunct but Local 41 continued as a de facto labor organization and Mr. Jaimez became Assistant Regional Director of Local 41. In March 1977, Mr. Jaimez was reinstated by Respondent as a Federal Protective Officer; on January 5, 1979, Mr. Jaimez was elected President of Local 41; and effective March 8, 1978, Mr. Jaimez was reassigned to a position outside the bargaining unit as security monitor/dispatcher. Mr. Jaimez was advised by letter, dated January 22, 1978, in part, as follows:

> "This is to confirm our telephone conversation of March 21, 1978, in which I informed you that due to your reassignment to the position of Security Monitor-Dispatcher ... effective March 8, 1978, you are no longer entitled to use official time for labor-management relations activities under the Negotiated Agreement. The position to which you have been reassigned is not part of the bargaining unit covered by the Agreement. Since the Agreement is applicable only to the bargaining unit for which IFFP, Local 41, has exclusive recognition, you as the occupant if a non-unit position are not covered by the Agreement ...." (Jt. Exh. 2).

No question of official time is before me. Mr. Jaimez did file a grievance concerning the denial of official time, the grievance was denied and was not further pursued. Captain Louis Lopez, Jr., issued a memorandum, dated August 11, 1978, receipt of which was acknowledged by Mr. Jaimez on August 16, 1978, which stated as follows:

> "I have made a careful review of your use of leave during calendar year 1978. During the period February to date you used 136 hours of leave-without-pay (LWOP) for a variety of reasons, including illness."

> "On July 21, 1978 you submitted a request for LWOP to attend an unfair labor practice hearing on July 24-26, 1978. This request was not submitted until after the end of your shift on July 21 and you did not

contact your supervisor to determine if your request had been granted. Moreover, even though the hearing proceedings were completed as of 5:00 P.M. on July 25, 1978, you did not inform your supervisor of this and request that you be granted the day of July 26, 1978 on LWOP for reasons different than you had originally requested. I consider both of these incidents to be in violation of your responsibilities as an employee of this organization and it will not be tolerated in the future."

"Because I consider that your use of leave-without-pay to have been excessive, it will be granted in the future only in the following circumstances:

"1. For purposes of illness, doctor's appointment and the like only when verified and substantiated by a doctor's certificate."

"2. For all other purposes, only when justification is submitted in writing at least one week in advance and is acceptable to me or my designee. Union activities is conjunction with International Federation of Federal Police will not normally be considered an acceptable reason for granting LWOP. However, any decision in this matter will be made on a case by case basis."

"In the meantime, you are cautioned to exercise careful judgment concerning your use of leave and to maintain a satisfactory attendance record. Your failure to do so may result in further action." (Jt. Exh. 1).

Mr. Jaimez testified that from 1978 he had been primarily assigned to the midnight shift (12:00 p.m. to 8:00 a.m.); that his union activities were conducted, for the most part, during the day (8:00 a.m. to 4:00 p.m.); that, so long as he was on the midnight shift, he rarely had occasion to request leave without pay for union activity; but that he was, on some occasions, rotated from one shift to another, including the 8 to

4 shift, and, especially when he worked the day shift, then found it necessary to request leave with pay to conduct union activity.

Capt. Lopez testified that Mr. Jaimez had used all projected annual and sick leave and, in addition, 136 hours of LWOP; that he considered Mr. Jaimez' use of LWOP execessive under any circumstance and especially so since he was in a one year training status as a console operator; that, because of absences, he had not completed his training and the training period had to be extended. The requirement of a doctor's certificate (Par. No. 1 of Jt. Exh. 1) was a standard requirement. Although Paragraph No. 2 of Jt. Exh. 1 states that "For all other purposes" requests for LWOP must be submitted in writing at least one week in advance, Capt. Lopez stated that as to "sick and car trouble, he had no control" which implies that Capt. Lopez did not intend to require prior approval of LWOP in situations where Mr. Jaimez had no control. Indeed, from Capt. Lopez' testimony it is clear that, where Mr. Jaimez had meetings scheduled in advance, he wanted prior notice; however, his memorandum was not so phrased.

Capt. Lopez testified that Mr. Jaimez had made four requests for LWOP during the February-August 11 period for union activity totalling 7 days, including July 24-26, 1978. This meant that 10 days of LWOP had been for reasons other than union activity. As to July 26, 1978, Mr. Jaimez, despite Capt. Lopez' critical comments in the memorandum of August 11, 1978, did receive LWOP for that day. Capt. Lopez' criticism was understandable. Obviously, Mr. Jaimez had not advised Respondent that he was driving to Los Angeles; that the hearing ended early; or that, as seems probable from Mr. Jaimez' testimony, he had driven back to San Francisco the evening or night of July 25. In any event, this issue is largely, if not wholly, immaterial to the more critical question posed by the memorandum of August 11, 1978, as noted hereinafter.

Mr. Jaimez testified that after he received the memorandum of August 11, 1978, Lt. Bolling approved a request for 2 hours of LWOP for a union meeting which Capt. Lopez later rescinded. Capt. Lopez testified that he recalled no such occurrence and, to the contrary, that Mr. Jaimez' request for 2 hours LWOP on August 31, 1978, as shown by his pay records, was approved and that on August 30 Mr. Jaimez received official time to see Congressman Dellums. In view of Capt. Lopez' very clear testimony, fully supported by his reference to Mr. Jaimez' pay records, I fully credit Capt. Lopez' testimony and conclude that the only

request for LWOP by Mr. Jaimez after receipt of the August 11, 1978, memorandum, shown on the record, was granted by Respondent.

Complainant has not shown that Mr. Jaimez was treated in a disparate manner. If it were simply that Respondent had imposed a limitation on Mr. Jaimez' use of LWOP because of his excessive use of LWOP, I would have no difficulty concluding that there was no violation of the Order. Contrary to popular misconception, leave without pay is not without substantial detriment to the Government. Thus, the Government incurs costs and administrative inconveniences including: (a) encumbrance of a position; (b) obligation to provide active employment at the end of approved leave; (c) eligibility for continued coverage (without cost to the employee for up to one year of nonpay status) for life and health insurance coverage; (d) credit of 6 months of each year toward retirement; etc. (Res. Exh. 2, Cl. Exh. 1).

Although the grant of leave without pay is a matter of administrative discretion, one example of a situation which the Federal Personnel Manual and Respondent's Regulations (Res. Exh. 2, Comp. Exh. 1) cite as proper for approval of LWOP is "For the purpose of serving, on a temporary basis, as an officer or representative of a union representing Federal employees" (Federal Personnel Manual 12-2b.(4)(f)(Res. Exh. 2), OAD, Chapter 4(P6010.4), 5e, (Comp. Exh. 1). Respondent's inclusion in its memorandum of August 11, 1978, of the statement:

> "... Union activities in conjunction with International Federation of Federal Police will not normally be considered an acceptable reason for granting LWOP ...." (Jt. Exh. 1).

constitutes the critical question in this case.

It is true that the Regulations, referred to above, relate to "Examples of proper cases for extended leave without pay" (Emphasis supplied), which, obviously, contemplates an extended, but nevertheless temporary, period of service as an officer or representative of a union representing Federal employees, rather than sporadic absences for an hour or two or a day or a few days. Section 1(a) of the Order assures each employee the right to "... assist a labor organization ...." and states that,

> "... the right to assist a labor organization extends to participation in the management of the organization and acting

for the organization in the capacity
of an organization representative ...."
(Sec. 1(a), E.O. 11491, as amended).

Although Mr. Jaimez is employed outside the bargaining unit, there is no evidence, or even contention, that he is a supervisor or that his participation or activity would result in a conflict, or apparent conflict, of interest or otherwise be incompatible with law or his official duties within the meaning of Section 1(b) of the Order.

Accordingly, as the Order guarantees the right to assist a labor organization and such right extends to acting as a representative of the organization and as the Regulations recognize participation as a representative of a union representing Federal employees as a program of interest to the Government, Respondent's statement that "Union activities ... will not normally be considered an acceptable reason for granting LWOP" violated Mr. Jaimez' Section 1(a) rights, in violation of Section 19(a)(1) of the Order. Respondent may not single out union activities as not normally being considered an acceptable reason for granting LWOP. This is not to imply that Respondent, or any agency, may not act to prevent abuse of LWOP, that Respondent is without administrative discretion to deny LWOP, or that Respondent may not uniformly require that requests for LWOP be subject to limitations, including submission in writing, prior notice, etc; but any limitation which singles out union activity as an unacceptable reason for granting LWOP constitutes an impermissible limitation in violation of Section 19(a)(1) of the Order. Nor is this conclusion affected by the facts that: (a) Mr. Jaimez is not employed in the bargaining unit; or (b) that Mr. Jaimez' use of LWOP was considered excessive. Assuming, as reasonably appears from the record, that Mr. Jaimez' use of LWOP had been excessive, a requirement that he must request LWOP in advance might have been proper, but Respondent may not denominate union activity as an unacceptable reason for granting LWOP. Nor do I find that the further sentence "However, any decision in this matter will be made on a case by case basis" either standing alone or in conjunction with the fact that the record shows that a request for LWOP was, in fact, granted, sufficient to exculpate the impermissible limitation on use of LWOP for union activity. Accordingly, as Respondent violated Section 19(a)(1) of the Order, I shall recommend an appropriate order to remedy the violation of the Order.

RECOMMENDED ORDER

Pursuant to Section 6(b) of Executive Order 11491, as amended, 29 C.F.R. Section 203.26(b), and Section 2400.2 of the transition rules and regulations (5 C.F.R. Section 2400.2, Fed. Reg., Vol. 44 No. 1, January 2, 1979, and, as republished, Subchapter A, Part 2400 of 5 C.F.R. Chapter XIV, Fed. Reg., Vol. 44, No. 147, July 30, 1979), the Federal Labor Relations Authority hereby orders that General Services Administration Region 9, Federal Protective Service Division, San Francisco, California, shall:

1. Cease and desist from:

(a) Interferring with, restraining, or coercing its employees in the exercise of their rights assured by the Executive Order by denominating union activities as not an acceptable reason for granting leave without pay.

(b) In any like or related manner interferring with, restraining, or coercing employees in the exercise of their rights assured by Executive Order 11491, as amended.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Order:

(a) Rescind, in writing, that portion of its memorandum dated August 11, 1978, contained in paragraph numbered 2, which states:

> "Union activities in conjunction with International Federation of Federal Police will not normally be considered an acceptable reason for granting LWOP. However, any decision in this matter will be made on a case by case basis."

(b) Notify Complainant, International Federation of Federal Police, Local 41, in writing, that any exception from any requirement for advance notice for LWOP shall apply uniformly to all like circumstances, including union activity.

(c) Post at its facilities located in San Francisco, California, copies of the attached notice marked "Appendix" on forms to be furnished by the Authority. Upon receipt of such forms they shall be signed by the Director, or Acting Director, of the Federal Protective Service Division of Region 9 and shall

be posted and maintained by him for 60 consecutive days thereafter, in conspicuous places, including bulletin boards and other places where notices to Protective Service employees are customarily posted. The Director, or Acting Director, shall take reasonable steps to insure that such notices are not altered, defaced, or covered by any other material.

(d) Pursuant to 29 C.F.R. Section 203.27 and Section 2400.2 of the transition rules and regulations, notify the Authority in writing within 30 days from the date of this Order as to what steps have been taken to comply herewith.

William B. Devaney
WILLIAM B. DEVANEY
Administrative Law Judge

Dated: September 12, 1979
Washington, D.C.

APPENDIX

N O T I C E   T O   A L L   E M P L O Y E E S

PURSUANT TO

A DECISION AND ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

and in order to effectuate the policies of

EXECUTIVE ORDER 11491, as amended

FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS

We hereby notify our employees that:

WE WILL NOT interfere with, restrain, or coerce our employees in the exercise of their rights assured by Executive Order 11491, as amended, by denominating union activities as not an acceptable reason for granting leave without pay (LWOP).

WE WILL NOT in any like or related manner interfer with, restrain, or coerce our employees in the exercise of their rights assured by Executive Order 11491, as amended.

WE WILL Rescind, in writing, that portion of our memorandum dated August 11, 1978, which stated:

> "Union activities in conjunction with International Federation of Federal Police will not normally be considered an acceptable reason for granting LWOP. However, any decision in this matter will be made on a case by case basis."

WE WILL NOTIFY Complainant, International Federation of Federal Police, Local 41, in writing, that any exception from any requirement for advance notice for LWOP shall apply uniformly to all like circumstances, including union activity.

____
Activity

Dated: ____________________ By: ______________________________

This Notice must remain posted for 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 any of its provisions, they may communicate directly with the Regional Director, San Francisco Regional Office, Federal Labor Relations Authority, whose address is: Room 534, 211 Main Street, San Francisco, California 94105.

General Services Administration, Region 4, Atlanta Georgia, Case No. 4-CU-4. The union (NFFE Local 1766) filed a petition under section 7111(b)(2) of the Statute seeking to clarify an existing exclusively recognized unit of guards and Federal Protective Officers (FPO's) employed by the activity to include within the unit 14 employees classified as Supervisory FPO's, GS-6 (Corporals), contending that they are not supervisors within the meaning of section 7103(a)(10) of the Statute. The Authority found that at installations where the Corporals are the senior officers, their additional duties and responsibilities made them supervisors within the meaning of section 7103(a)(10) of the Statute and, therefore, they must be excluded from the unit. The Authority further found, however, that at installations where there are Supervisory FPO's, GS-7 (Sergeants), who act as senior officers, the Corporals are not supervisors and, therefore, are included within the unit. The Authority thereupon issued an order clarifying the unit involved consistent with its findings.