

Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and Field Staff Association. Cases 3-CA-16901, 3-CA-16937, and 3-CA-17103

May 13, 1993

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND OVIATT

On October 23, 1992, Administrative Law Judge Raymond P. Green issued the attached decision. The General Counsel filed exceptions and a supporting brief and the Respondent filed an answering brief. The General Counsel also filed a reply brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions² and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Buffalo, New York, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

¹ The judge inadvertently stated that the Respondent announced its policy regarding paging devices in a memorandum dated November 22, 1992. The correct date is November 22, 1991.

² In adopting the judge's finding that the Respondent did not violate Sec. 8(a)(5) by unilaterally implementing a requirement that field employees wear beepers, we additionally rely on the following undisputed facts: (1) the Respondent had a past practice of requiring these employees to file a detailed itinerary indicating the precise locations at which they could be reached during the day, in addition to the requirement that employees call the office twice a day; (2) it was the Respondent's practice to call the places listed on the itinerary when it needed to reach an employee; (3) at the time it implemented the beeper requirement, the Respondent announced that, for disciplinary purposes, it would treat an employee's failure to respond to a page in the same manner as failing to submit an itinerary or to call in, i.e., one instance might not trigger discipline but that, "if it were chronic, they might take a look at that"; and (4) employees were paged only during the same hours of the day in which they would have been called by telephone to pass on messages prior to the implementation of the beeper system. We further note that the record evidence concerning the use of the beepers indicates that they were used by the Respondent only for the same purpose as the itinerary and telephone calls, i.e., to notify the field representatives of itinerary changes and other messages from and through the regional offices. Based on the foregoing and the reasons set forth in the judge's decision, we agree with the judge that the institution of the beepers was not a significant or material change in terms and conditions of employment.

Michael Cooperman, Esq., for the General Counsel.
Nancy Hoffman, Esq. and *Miguel Ortiz, Esq.*, for the Respondent.

DECISION

STATEMENT OF THE CASE

RAYMOND P. GREEN, Administrative Law Judge. This case was tried in Buffalo, New York, from July 27 to 29, 1992. The charges were respectively filed on February 21, March 5, and May 26, 1992. The second amended consolidated complaint was issued on July 13, 1992, and alleged:

1. That the Field Staff Association (FSA) has been the collective-bargaining representative of certain of the employees of the Respondent Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (CSEA).

2. That on January 22, 1992, the FSA requested, for purposes of contract administration, certain information from the Respondent which although furnished, was not given in a timely fashion.

3. That in or about November 1991, the Respondent unilaterally decided to require its employees to utilize beepers and thereafter implemented that decision without bargaining in good faith with the FSA.

4. That in or about May 1992, the Respondent refused to allow certain of its employees represented by the FSA to take leave time because those employees, in furtherance of a labor dispute with Respondent, wished to picket and/or demonstrate at a conference being conducted by CSEA at Lake Placid, New York, on June 5, 1992.

5. That in or about May 1992, the Respondent unilaterally and without bargaining, changed its leave policies to prohibit field staff to take leave if more than two were going to be on leave at any one time.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

The CSEA is a large union representing many thousands of Government and private sector employees in the State of New York. It is structured so that side by side with its elected officers and delegates, there is a group of staff employees who provide a variety of professional services to the Union's membership and elected personnel. These employees are in a sense analogous to an elected Government's civil service.

The Field Staff Association (FSA) is a labor organization representing certain field staff employees, most of whom are themselves responsible for negotiating and administering collective-bargaining agreements between CSEA and various employers. The bargaining unit consists of:

All employees whose titles shall be OSH specialist, field representative, assistant contract administrator, organizer, collective-bargaining specialist, and newly created "filed [sic] position," or positions that are mutually agreed to be within the Unit.

The most recent collective-bargaining agreement between the CSEA and FSA ran for a term from October 1, 1988, to September 30, 1991. That contract was extended for an additional month but despite negotiations, no new contract has yet been reached. The FSA, in lieu of a strike, has engaged in a number of actions (mainly demonstrations), in an effort to embarrass the CSEA into reaching a contract on terms agreeable to the FSA.

Insofar as relevant to this case, the expired contract contained a grievance/arbitration provision for the resolution of disputes and various provisions at article 19, permitting employees to take a variety of paid and unpaid leaves. It also provided at article 15 the following:

1. The Employer shall provide a telephone and/or telephone answering service to field staff who, in the judgement of the Employer, require such service to adequately and effectively provide service to members. The Employer may, at its discretion, rescind this privilege when the aforementioned conditions do not prevail.

2. All necessary supplies deemed by the Employer to be of necessity to members of the Union in the performance of their duties shall be provided by the Employer.

B. *The Beeper Issue*

The CSEA first issued beepers to certain of its field staff in 1989. At that time, beepers were issued only to employees within CSEA's region 3 and were issued on a temporary basis in connection with a campaign by an employer to decertify the CSEA as the union representing that employer's employees. Thereafter, in 1990, when beepers were permanently distributed to employees within region 3, Vincent Sicari, president of the FSA, protested their use and contended to the Respondent that this should have been negotiated first.

Diane Campion, CSEA's director of field services, decided in or about October 1991 to issue beepers to all field staff employees statewide. Thus, on November 22, 1992, the Respondent sent the following memorandum to Sicari:

You are hereby advised that CSEA intends to supply beepers to our field staff employees where such service is available.

We have determined that beepers are required by our field staff to adequately and effectively provide service to our membership.

Prior to this, the field staff employees were required to file an itinerary at the start of each week and to call into their regional offices two times each day when out in the field. These requirements obviously were meant to allow the CSEA to communicate with the field service representatives who might at any given time be arguing a case before an arbitrator or conducting negotiations with an employer.

On December 9, 1991, Sicari wrote to Michele Agnew, executive assistant to the president of CSEA, requesting to

"negotiate terms and conditions of said beepers as to its impact on FSA staff."

On December 17, 1991, Agnew responded and indicated that although she was willing to meet for the purpose of responding to any concerns of the field staff, she nevertheless intended to distribute the beepers soon after January 1, 1992.

After a further exchange of correspondence, the parties met on January 13, 1992, to discuss the beepers. The FSA representatives, Vincent Sicari and Penelope Bush, asked questions about how the beepers were to be used and whether their nonuse would lead to discipline. Agnew responded that the beepers should be turned on during regular working hours (8:30 a.m. to 5 p.m.), although an employee who worked late and needed extra sleep could legitimately turn off his beeper for the night and not reactivate it until waking. (This is hardly a real issue because even without beepers, the CSEA, if it really needed to contact a representative, could wake the sleeping employee simply by using an old fashioned telephone.) Agnew told them that failure to use the beepers would not of itself be grounds for discipline, albeit discipline could be given if an employee's failure to respond was part of an overall pattern of failing to return phone calls or failing to call in from the field as required. The field representatives were further advised that they were to use their own discretion about calling in when they were beeped during a meeting or some other business.

The beepers were distributed to the field staff in April 1992. In conjunction with their distribution, they were told that their beeper numbers would not be given to any unauthorized personnel such as employees of the companies they serviced. In fact, the evidence indicates that at least thus far, the CSEA has used the beepers sparingly and on occasions when their use was appropriate.

Mark Jurenovich testified that he received his beeper in April 1991, and has been beeped three times from that time to July 27, 1992. He stated that the first occasion was when he was beeped while testifying at an arbitration hearing. He stated that was excused to make a phone call, found out that a hearing scheduled for the following day was canceled, and that the witnesses did not have to show up. The second instance related by Jurenovich was when he was at a bargaining session and chose not to respond immediately to the beeper. When he did, he was told that a CSEA member was seeking his advice on some matter. The third occasion was when he was beeped while riding in his car and thereupon found a phone to call into his office.

Similarly, Penelope Bush testified that she has been paged on three or four occasions since receiving her beeper.

There is no question but that the Respondent decided to issue beepers to its field staff and did so without offering to bargain about it with the FSA. Moreover, it is conceded by Agnew that although she would answer questions at the January 13 meeting, she had no intention of bargaining about the decision to implement the new beeper policy.

The question is, did this unilateral action by CSEA require bargaining within the meaning of Section 8(a)(5) of the Act?

For a Respondent to violate the Act's proscription against unilateral changes, it must first be determined that what is involved is "a material, substantial and significant change." *Murphy Diesel Co.*, 184 NLRB 757 (1970), enf. 454 F.2d 303 (7th Cir. 1971).

In *Rust Craft Broadcasting of New York*, 225 NLRB 327 (1976), the employer changed to a system whereby employees were required to use a timeclock to record the time they arrived at work, the time they left work, and the time that they took their lunchbreaks. The Board stated:

In the circumstances of this case, it is clear that while the change to a mechanical procedure for recording working time marked a departure from the previous practice, more importantly the rule itself remained intact. And to those employees who had conscientiously followed this rule in normally marking their timecards, the new timeclock procedure would have been inconsequential

While there is some evidence that Respondent was lax in enforcing its rule, we cannot say that inattentiveness raised the former normal procedure to the level of a term and condition of employment which the respondent was required to bargain over before changing. For absent discrimination, an employer is free to choose more efficient and dependable methods for enforcing its work place rules

The Board affirmed the administrative law judge who applied *Rust Craft* to the facts in *Bureau of National Affairs*, 235 NLRB 8, 10 (1978). In the latter case the employer began requiring employees to record time in and out on a newly installed timeclock whereas in the past, the employees had recorded their total daily time on cards without setting forth their precise "in and out" times. The administrative law judge recommended dismissal of the complaint and noted inter alia, that no new penalties were imposed for minor breaches of the rule and the employer made it clear to the employees that its existing disciplinary policy regarding excused and reasonable lateness would continue as before.¹

In *Goren Printing Co.*, 280 NLRB 1120 (1986), the employer required employees to leave a note when they were leaving early whereas previously the employees could verbally notify the employer. In dismissing this allegation, the Board stated:

Thus, the note requirement is merely a more dependable method of enforcing Respondent's rule that its employees must give notice if they leave work early. The rule itself remains intact and the procedural change has an inconsequential impact on those employees who complied with the earlier notice requirement.

In my opinion the employees herein had, pursuant to past practice, been required to stay in constant touch with their respective regional offices whenever they were out in the field. This was so that they could be notified of itinerary changes and so that they could better service the employees that they represented. To my mind, the issuance of beepers did not significantly or materially change the past practice; it simply made it easier to communicate through the use of new technology. In a sense the beepers are simply portable telephone answering machines.

¹ See also *Litton Systems*, 300 NLRB 324, 331 (1990); *American Ambulance*, 255 NLRB 417, 422 (1981).

Although the General Counsel asserts that the beepers are highly intrusive, the evidence does not support that conclusion. It is true that the sound of a beeper can be annoying. But it can be turned off. And the evidence indicates that the CSEA has utilized the beepers with discretion and that the field staff can and do use their judgment in deciding when and where to respond.

I do not believe that the introduction of the beepers entailed a new rule subjecting employees to new and additional discipline. In my opinion the rule or practice remained the same; namely, that it was the responsibility of the field staff to keep in constant touch with their offices when out in the field. The introduction of the beepers did not change that practice or rule; it only allowed the employees and the CSEA to accomplish that result more efficiently.

C. *The Alleged Refusal to Furnish Information in a Timely Manner*

In October 1991, the CSEA held a statewide convention in Niagara Falls. The FSA, in furtherance of its dispute with the CSEA, planned to send some of its members to that convention for the purpose of picketing and leafleting. To that end, members of the FSA requested leave in order to go to the convention. Some of the leave requests were denied and the FSA filed an unfair labor practice charge regarding that matter. That charge was deferred to arbitration, inasmuch as the collective-bargaining agreement was still in effect and the FSA filed a grievance covering the same dispute.

On January 22, 1992, the FSA sent a request for information to CSEA's counsel with a copy to its president. This letter, which asked for a response by February 7, 1992, called for the production of certain information relevant to the pending grievance.²

On February 19, FSA's representative in the pending grievance, Richard Furlong, spoke with CSEA's attorney, Miguel Ortiz, regarding the selection of an arbitrator to hear the case. During the conversation, Furlong asked where the information was. He was told that some of the information did not exist and that as the CSEA was not a big corporation like General Motors, it should not be held to the same standard. On February 21, 1992, FSA filed the present unfair labor practice charge, in Case 3-CA-16901, alleging that the CSEA failed to furnish it with relevant information.

On March 5, 1992, Ortiz sent a letter to the Board agent handling the investigation of Case 3-CA-16901 which furnished some of the information requested³ and stated that some of the information was in storage and would be provided in the future. A copy of this letter was also sent to Furlong.

On March 30, 1992, CSEA sent a letter to Furlong with enclosed information regarding most of the items sought by the FSA. The remaining information was finally produced on April 9, 1992.

² The Respondent refused to furnish certain requested information such as a list of the witnesses CSEA intended to present at the arbitration hearing along with a summary of their testimony.

The General Counsel does not contend that the Respondent illegally refused to furnish any particular information; only that the information ultimately produced was not furnished in a timely manner.

³ The letter furnished the names of the CSEA officials who were involved in the decision to deny the leave requests.

In explaining the delay, the Respondent asserts that the information requested required Agnew, its then director of human resources, to go into storage in order to compile extensive records. It further contends that the delay did not prejudice the FSA because no arbitrator had been selected as of late February 1992 to hear the grievance.

Agnew testified that she was the person assigned to obtain the records sought by the FSA. She testified that as she was on vacation until February 10, she did not get started on this task until after that date. In this regard, Ortiz sent a memorandum to Agnew dated February 10, 1992, stating:

I recently was provided with the President's copy of Attorney Furlong's January 22, 1992 letter to you requesting voluminous amounts of documentation. I fully expect that we must comply with providing some of the materials requested, however, I find it difficult to believe that we must produce all that FSA is requesting.

Please let me know as soon as possible what documentation you will need to adequately respond to Furlong and by when?

According to Agnew, much of the information, particularly the leave request records, were in storage and required her to work with two secretaries to locate, retrieve, and collate the records requested. She states that the greatest amount of time was spent in relation to the leave records and this took about a week or 6 days to complete.⁴ She also states that the next largest block of time was spent in compiling the names of the CSEA employees who attended the Niagara Falls convention; this taking at most 2 days.⁵

As noted above, the only issue here is whether the CSEA failed to furnish the requested information in a timely fashion.

The information requested by the FSA related to its grievance about the CSEA's denial of leave requests made by certain of its employees who desired to demonstrate at CSEA's Niagara Falls convention. The information was relevant, with some exception, to determine whether these employees had been treated in a disparate manner from other employees

who had made and been granted leaves in the past. Therefore, the information was relevant for the purpose of administering a collective-bargaining agreement and the Respondent was obligated to furnish it. *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967).

Further, where there is a valid request for relevant information, the employer is obligated to respond with reasonable dispatch. *NLRB v. John S. Swift Co.*, 277 F.2d 641 (7th Cir., 1960); *EPE Inc.*, 284 NLRB 191, 200 (1987) (6-month delay in providing information); *Tennessee Steel Processor*, 287 NLRB 1132 (1988); *Postal Service*, 276 NLRB 1282, 1288 (1985); *Quality Engineered Products*, 267 NLRB 593, 598 (1983) (1-month delay in providing requested material).

In the present case, there was a delay of about 10 weeks between the time that the FSA first requested the information (January 22, 1991), and the time when the Respondent fully complied with that request on April 9, 1991. While I understand that the request involved the compilation of a good deal of material, the testimony established that at most, this was accomplished with about 8 to 9 days of work. Recognizing that the CSEA's people are also responsible for their day-to-day job functions, it nevertheless is incumbent on them, pursuant to Section 8(a)(5) of the Act, to furnish relevant information to its employees' bargaining representative without undue delay.

The argument that the FSA was not prejudiced by the delay inasmuch as the arbitration case was not imminent is without merit. An employer's obligation to timely furnish information relevant for contract administration is required not merely to aid the union to win its grievance. The fact that the information sought may tend to *disprove* a grievance is as equally relevant as those situations where the information would tend to support the grievance. This is because the process of resolving grievances is best served by the disclosure of information which will tend to resolve grievances one way or the other, at the earliest stage of the procedure and not burden the parties with unwarranted arbitrations. *NLRB v. Acme Industrial Co.*, supra; *Square D Electric Co.*, 266 NLRB 795, 797 (1983); *Ohio Power Co.*, 216 NLRB 987, 991 (1975).

D. The May 1992 Denial of Leave Requests

The expired contract contained at article 19, certain provisions relating to leaves. Section 1 provides for the accumulation of paid vacation time and states at subsection (d) that: "No later than May 1st of each year, employees shall file a request for vacation for the months of June, July, and August which shall not exceed three consecutive weeks. Additional time, if requested, may be granted at the discretion of the immediate supervisor."

Article 19, section 10 of that contract provides:

Five days personal leave shall be granted to each employee on the anniversary date of his employment. Such leave shall be used for personal business and the Employer shall not require and employee to give a reason as a condition for approving the use for personal leave credits, provided, however, that prior approval for the requested leave must be obtained from the employee's immediate supervisor. Unused personal leave shall be accumulated as sick leave.

⁴The FSA requested inter alia:

1. Copies of all leave request forms filed by bargaining unit employees at any time during the period January 1, 1991–December 31, 1991.

.....

5. Copies of all leave request forms submitted by bargaining unit employees for time off during those period when CSEA was hosting its annual statewide conventions in 1990, 1989, and 1988.

6. For each individual denied leave during the period October 7, 1991–October 11, 1991, provide a copy of his/her job description.

⁵The FSA requested inter alia:

3. Identify by name and job classification each CSEA employee who attended the CSEA conference in Niagara Falls during the week of October 7, 1991 through October 11, 1991.

4. For each individual identified pursuant to request no. 3 above, list the date[s] and time[s] said individual was in attendance at the aforementioned conference. For each individual, also indicate the approximate time spent in transit to and from the conference.

.....

7. Copies of job descriptions of all CSEA employees who attended the conference described in paragraph 3 above.

The CSEA scheduled a convention to be held at Lake Placid, New York, from Friday, June 5, 1992, to Sunday, June 7, 1992. Registration for the convention was to commence on June 5, at 4 p.m.

Sometime in April 1992, the field staff employees of region 5 decided to ask for leave so as to be able to go up to the convention on June 5, in order to engage in picketing and leafleting. In pursuit of that goal, these employees filed leave requests in May 1992. (Depending on their circumstances, employees filed for either vacation or personal leave.)

Gerald Phelan, an employee of region 5, testified that on or about May 11, he received a memorandum from CSEA Regional Director John Cuneo, denying his request for personal leave for June 5, 1992. Phelan states that on May 19, 1992, he had a telephone conversation with Cuneo wherein the latter asked if the leave request was for picketing and Phelan responded affirmatively. According to Phelan, Cuneo stated that the June 5 leave requests by the field staff were denied albeit he would approve leave for two people; Phelan because he was the FSA representative, and Charlie Bird because Lake Placid was in his territory.⁶

Phelan again called Cuneo to say that he thought it unusual for leave to be limited to two persons on any given day. Cuneo responded that this limit had always been the rule. After disagreeing with each other as to whether there had ever been such a rule, Cuneo stated that two people were approved and "that's enough to make your point."

There is no question but that an employer should be able to control leave, consistent with its collective-bargaining obligations, so that work can be done by available employees. That said, it seems to me that the only reason that leave was denied in this case was because the employees intended to go to the CSEA convention for the purpose of engaging in picketing and leafleting activity. In this regard, I credit the testimony of Phelan and this, taken together with all of the other evidence, convinces me that the only reason that Cuneo denied the leaves was to deter the field staff personnel of region 5 from going, en masse, to the convention and engaging in activity designed to publicize their dispute with management.⁷

The Respondent contends that the intended purpose of the employees was not protected because it amounted to a plan to engage in a partial work stoppage. I do not agree.

It is true that partial or intermittent strikes are not considered to be protected activity under the Act. On the other hand, these are distinguished from one-time strikes of short duration which are presumptively protected.⁸

In the present case, we are not even dealing with a strike. The employees did not seek to withhold their labor for any

⁶Chris Jamison resubmitted his request for leave and received a memorandum from Cuneo on May 27, 1992, approving leave for one-half day on the morning of Friday, June 5, 1992. Inasmuch as he would have had to drive several hours to return to work at his office and as registration at the conference was not to begin until 4 p.m., this effectively would have precluded Jamison from engaging in any type of picketing or leafleting activity at Lake Placid.

⁷The evidence shows that the region 5 field staff employees had no pressing matters pending for June 5, and that most spent the day doing routine work in their offices.

⁸See Morris *The Developing Labor Law* 1017 (2d ed., vol. II), and cases cited therein.

period of time. Rather, they sought to utilize leave to which they otherwise were entitled, so that they could, *on their own time*, present their point of view to the CSEA's officers and membership at the June convention.

Finally, the General Counsel contends, that the Respondent unilaterally implemented a new rule to wit: that no more than two employees within a region could take leave on any given day. Although I have credited the testimony of Phelan concerning his conversations with Cuneo noted above, I think that there was no change in the Respondent's leave policy. Instead of construing Cuneo's statements as a change of policy, I view them simply as an excuse to cover the fact that the real reason he refused grant leaves was to limit the FSA's right to conduct a demonstration at the CSEA convention.

CONCLUSIONS OF LAW

1. The Respondent, Civil Service Employees Association Inc., Local 100 AFSCME, AFL-CIO, is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Field Staff Association is a labor organization within the meaning of Section 2(5) of the Act.

3. By failing to provide to the Union, in a timely manner, information relevant for the processing of a grievance, the Respondent has violated Section 8(a)(1) and (5) of the Act.

4. By refusing to grant leave requests to employees because they desired to engage in picketing or leafleting activity at Respondent's convention held on June 5, 1992, the Respondent has violated Section 8(a)(1) of the Act.

5. The Respondent has not violated the Act in any other manner encompassed by the complaint.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁹

ORDER

The Respondent, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Buffalo, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing to provide to the Field Staff Association, in a timely manner, information relevant for the processing of grievances or the administration of any collective-bargaining agreement.

(b) Refusing to grant leave requests to employees because they desire to engage in picketing or leafleting activity at Respondent's conventions.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

⁹If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Post at its facilities in New York State, copies of the attached notice marked "Appendix."¹⁰ Copies of the notice, on forms provided by the Regional Director for Region 3, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

¹⁰If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT fail to provide to the Field Staff Association, in a timely manner, information relevant for the processing of grievances or the administration of any collective-bargaining agreement between us and the Field Staff Association.

WE WILL NOT refuse to grant leave requests to employees because they desire to engage in picketing or leafleting activity at our conventions.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000, AFSCME, AFL-CIO