



June 6, 2006

## NEWS RELEASE

### AFL-CIO APPEALS COMMITTEE RULES IAFF'S OFF-BASE LOCAL VIOLATES ARTICLE XX

The AFL-CIO Article XX Appeals Committee has just issued a precedential decision holding that the IAFF'S establishment of an "off-base local" at March Fire Department, where AFGE is the exclusive representative of firefighters and other employees, violates Article XX. In the initial decision in this case, the umpire similarly found that the IAFF's creation of the local at March was a violation.

AFGE's General Counsel, Mark Roth prepared the following synopsis of this important decision:

#### "The Appeals Committee Decision

"Recognizing the unique environment in which federal sector unions operate, the Appeals Committee rejected the IAFF'S argument that its off-base locals do not run afoul of Article XX because these locals do not engage in representational activities:

'In our view, IAFF's off-base local was specifically directed to attract membership of employees in a specific, small bargaining unit represented by AFGE, in order to secure what AFGE might otherwise fulfill-- namely, legislative goals, professional development and employee benefits-- albeit not through collective bargaining. Especially because in the federal sector a union's scope for bargaining is so restricted, and union-security arrangements are prohibited, a localized organization sponsored by another union that provides job-related services and charges dues to belong is inherently competitive and invasive of the incumbent's bargaining relationship.'

"This important decision will allow AFGE to better protect itself against rival unions which attempt to establish parallel unions at a workplace. In this decision, the Appeals Committee's has recognized for the first time that the creation of "non-representational" local unions by a rival affiliate can interfere with the established collective bargaining relationship of a certified union. Previous Article XX decisions had

held that it was not a violation for a union to offer “associate memberships” to workers who were already represented by another union.

#### “Future Proceedings

“At the hearing before the Appeals Committee, the IAFF asserted that it had made changes in the organization of its off-base locals in order to comply with Article XX. The IAFF asserted that that these locals will now be “regional” in nature and not contain the names of the employer in the certified local. The IAFF local in this case was called “March Air Force Base, IAFF Local 302.” The IAFF represented that it would change the name of the local so that it would not denote March Air Force Base. The IAFF also indicated that it would change the charters of its off-base locals to indicate that they do not represent employees before their employers and that members are encouraged to join the union that is their certified exclusive bargaining representative. It is possible that the IAFF will assert that with these new policies, its off-base locals do not violate Article XX.

“A second Article XX case is pending right now which concerns the IAFF’s efforts to establish a “North Florida” off-base local which appears to be directed at firefighters who work at Pensacola Naval Air Station which is represented by AFGE Local 1960. A mediation in that case-- Naval Air Station, Pensacola, Florida, Art. XX Case No. 06-6--will be scheduled in the next few weeks. GCO intends to continue to aggressively oppose the IAFF’s establishment of these locals. If the IAFF continues to assert that its actions are proper, we will pursue the case to hearing.”

The Steering Committee commends the General Counsel’s Office for challenging this pervasive practice which severely undermines AFGE’s representation of its members and it certainly is a clear example of how much support AFGE’s National Office gives to its firefighters.

The following is a copy of the actual decision in the case:

## ARTICLE XX APPEALS COMMITTEE

**In the Matter of**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS (IAFF)**

**and**

**Case No. 05-30  
March Air Force Base**

**AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES (AFGE)**

### **DECISION**

This case raises issues concerning the scope of an affiliate's ability to create formal mechanisms for job-related group action and elicit the involvement of members of another affiliate as associate members, in either name or actuality.

AFGE Local 3854 represents a non-professional unit at March Air Force Base that includes 50 or so firefighters. In April 2004 the IAFF, which has no bargaining relationships at March AFB, created an affiliate called "March AFB Federal Fire Fighters Association, California, F-302," and gave its charter to five March AFB employees. F-302 is one often IAFF so-called "off-base locals" that do not represent members before the employer, but instead act as fraternal organizations in order for members to participate in the profession, deal with the government on civil service policy, and qualify for benefits from the IAFF.

F-302 has ten firefighter members, including supervisors, and has held no meetings. It has neither solicited March AFB employees to join it nor represented members in grievances, and, when asked, it has expressly disclaimed representational intent. Some F-302 members put F-302 stickers on their cars. Four of Local 3854's members recently resigned, all of whom support F-302.

The IAFF has since changed its off-base local system in order to address any concerns and contends that this should moot this case. The IAFF says that (1) it has made locals regional rather than base-specific; (2) its charters make clear the limits of these locals' roles; (3) it requires each such local's own constitution and bylaws to provide that the local does not exclusively represent employees and that it expressly encourages membership in the member's own exclusive bargaining agent; and (4) F-302 itself will be renamed to delete the reference to March AFB and to avoid any suggestion of a bargaining role.

## Impartial Umpire's Determination

Reasoning that a Section 2 "interference" turns on "likely effect" rather than "motive," the Impartial Umpire concluded that "[t]he evidence of actual effects was speculative and slender, but the disruptive tendency seems manifest," particularly because F-302 is "base-specific" and there are no affirmative disclaimers.

### Analysis

At the outset, IAFF's recent changes and planned further changes in its off-base program do not moot this appeal; AFGE is entitled to a ruling absent IAFF's withdrawal of the appeal concerning whether IAFF's conduct before these changes violated Article XX.

This case turns on whether IAFF's off-base local operation at March AFB either interferes with or disrespects AFGE's acknowledged established bargaining relationship at March AFB. It is true that AFGE's concerns in this regard are largely speculative, and its evidence of actual prejudice, and of employer favoritism to the off-base local, was unconvincing. But it is also the case that IAFF, and not AFGE, has the burden to structure its initiatives and engage with AFGE members so as to protect AFGE's standing with them.

Impartial Umpires have held that associate membership solicitations did not violate Article XX where any interference was too "speculative," including two cases where solicitations went out to federal employees generally as part of a government-wide health plan under the Federal Employees Health Benefits Program, in which many plans and organizations competed. *See* No. 82-60, *U.S. Postal Service*; No. 71-46, *Post Office, USA*. But those circumstances were utterly unlike the focused, singular and local initiative launched by IAFF at March AFB.

IAFF also relies upon No. 00-9, *Employees of Riverside County*, where the solicitation may have been directed entirely to the other union's members in the context of recent competing organizing activity by the two unions. That determination, which was not appealed, involved facts much closer to those here; and AFGE does not try to distinguish it, but instead contends that it was wrongly decided. AFGE may well be right on that point, but in any event we are not bound by that determination's questionable holding or analysis.

In our view, IAFF's off-base local was specifically directed to attract membership of employees in a specific, small bargaining unit represented by AFGE, in order to secure what AFGE might otherwise fulfill -- namely, legislative goals, professional development and employee benefits -- albeit not through collective bargaining. Especially because in the federal sector a union's scope for bargaining is so restricted, and union-security arrangements are prohibited, a localized organization sponsored by another union that provides job-related services and charges dues to

belong is inherently competitive and invasive of the incumbent's bargaining relationship. We also note that the small scope of IAFF'S program, and its recent retrenchment of it at March AFB and elsewhere, indicate that little, if anything, will be lost by a determination that protects AFGE's bargaining relationship here.

**Determination**

Accordingly, for the reasons set forth above, the determination of the Impartial Umpire is affirmed.

Richard L. Trumka, Chair  
Baxter Atkinson  
Joseph Hunt  
\*Michael O'Brien  
Cecil Roberts  
Michael Sacco  
James Williams

May 12, 2006

\*Vice President Michael O'Brien attended the hearing and took part in the discussion of the determination, but was unavailable to approve the final text of the decision.