

## NLRB Commits Unfair Labor Practice With Its Own Union

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An administrative law judge (ALJ) with the Federal Relations Authority has found the National Labor Relations Board (NLRB) committed an unfair labor practice by not bargaining with its own union related to the agency's office relocation to another part of the District of Columbia. The National Labor Relations Board Union (NLRBU) represents certain employees who work for the NLRB, including approximately 62 employees at the agency headquarters in Washington, D.C. In 2010, the agency started to consider what it would do when its office lease expired in June 2013. Ultimately, the agency agreed to lease space in another part of town. The union requested to bargain over the move and made information requests for floorplans and other information. Both sides eventually signed a so-called "ground rules" document that purported to limit the bargaining to two days, but contained some language that provided that bargaining could go longer if issues remained unresolved. The parties met, but substantive bargaining did not begin until the second day when the parties attempted to discuss the 41 separate proposals submitted by the union. There were discussions about size of workspaces, their proximity to windows, whether internal windows would be frosted, the number of restroom stalls, details about furniture and even whether workspaces would have coat hooks. The parties could not come to resolution on all 41 proposals within the two-day period and the NLRB eventually broke off talks. The agency took the position that it had fulfilled its obligation to bargain over the relocation both per the statute and the ground rules agreement. The union sought mediation assistance from the Federal Mediation and Conciliation Service (FMCS), but the NLRB refused to participate in mediation and wrote in an email to the union: "Bargaining has concluded [and] [m]ediation would be pointless since we have moved forward... We don't intend to waste our time, and that of a mediator, to engage in a useless undertaking." In May 2014, the NLRBU filed an unfair labor practice charge against the NLRB alleging that the agency arbitrarily ceased bargaining with the union over issues related to the office relocation and the case was eventually heard by an ALJ, who found that the NLRB violated its duty to bargain in good faith with the union. The ALJ held that the "ground rules" document did not justify the agency's position and that the "evidenced thus shows overwhelmingly that the parties had not reached impasse." The ALJ's remedy imposed is interesting as well. He ordered the NLRB to return to the bargaining table and resume negotiations at the point where they left off. While the ALJ recognized the agency could not move back to its old location and start over, he did indicate that if the parties reached agreement on issues, the agreement could be applied retroactively in some instances. Finally, the ALJ ordered the NLRB to post a prominent

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notice, signed by the chairman of the NLRB and its general counsel, at all of its locations nationwide and online. In the notice, the NLRB promises, among other things, that it will not unilaterally change working conditions of its employees without negotiating with the union. A copy of the decision and notice posting can be [found here](#).