UNITED STATES OF AMERICA

FEDERAL LABOR RELATIONS AUTHORITY

Office of Administrative Law Judges

WASHINGTON, D.C. 20424-0001

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS FEDERAL CORRECTIONAL INSTITUTION TALLAHASSEE, FLORIDA Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1570 Charging Party	Case Nos. AT-CA-00915 AT-CA-01-0080

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the undersigned Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the under-signed herein serves his Decision, a copy of which is attached hereto, on all parties to the proceeding on this date and this case is hereby transferred to the Federal Labor Relations Authority pursuant to 5 C.F.R. § 2423.34(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.40-2423.41, 2429.12, 2429.21-2429.22, 2429.24-2429.25, and 2429.27.

Any such exceptions must be filed on or before **APRIL 30, 2001**, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW., Suite 415
Washington, DC 20424-0001

SAMUEL A. CHAITOVITZ
Chief Administrative Law

Judge

Dated: March 29, 2001
Washington, DC

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

MEMORANDUM DATE: March 29, 2001

TO: The Federal Labor Relations Authority

FROM: SAMUEL A. CHAITOVITZ
CHIEF ADMINISTRATIVE LAW JUDGE

SUBJECT: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL INSTITUTION
TALLAHASSEE, FLORIDA

Respondent

and Case Nos. AT-CA-00915
AT-
CA-01-0080

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1570

Charging Party

Pursuant to section 2423.34(b) of the Rules and Regulations, 5 C.F.R. § 2423.34(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties.

Enclosures

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges OALJ 01-29
WASHINGTON, D.C. 20424-0001

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS FEDERAL CORRECTIONAL INSTITUTION TALLAHASSEE, FLORIDA Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1570 Charging Party	Case Nos. AT-CA-00915 AT-CA-01-0080

William C. Lindsey, Esquire
Scot L. Gulick, Esquire
For the Respondent

James L. Turner, Esquire
For the Charging Party

Ruth Pippin Dow, Esquire
For the General Counsel of the FLRA

Before: SAMUEL A. CHAITOVITZ
Chief Administrative Law Judge

DECISION

Statement of the Case

This case arose under the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7101, *et seq.* (the Statute), and the revised Rules and Regulations of the Federal Labor Relations Authority (FLRA/Authority), 5 C.F.R. § 2411 *et seq.*

This proceeding was initiated by an unfair labor practice charge filed by the American Federation of Government Employees (AFGE), Local 1570 (Union/AFGE Local

1570) against the U.S. Department of Justice (DOJ), Federal Bureau of Prisons (FBOP), Federal Correctional Institution, Tallahassee, Florida (Respondent/FCI Tallahassee). Thereafter, on behalf of the General Counsel (GC) of the FLRA, the Acting Regional Director, Atlanta Region of the FLRA, issued a complaint and notice of hearing in Case No. AT-CA-00915, alleging that the FCI Tallahassee repudiated a settlement agreement in an earlier unfair labor practice charge, Case No. AT-CA-00127. Subsequently, AFGE Local 1570 filed a charge in Case No. AT-CA-01-0080. The Acting Regional Director, Atlanta Region, then issued a Consolidated Complaint and Notice of Hearing for both cases on November 8, 2000 incorporating, as additional evidence of the repudiation, the fact that FCI Tallahassee reassigned bargaining unit employee Geoffrey Brown without using seniority. FCI Tallahassee filed an Answer to the Consolidated Complaint admitting denying it had violated the Statute.

A hearing was held in Tallahassee, Florida at which time all parties were afforded a full opportunity to be represented, to be heard, to examine and cross-examine witnesses, to introduce evidence and to argue orally. The GC of the FLRA and the Respondent filed timely post-hearing briefs, which have been fully considered.

Based upon the entire record, including my observation of the witnesses and their demeanor, I make the following findings of fact, conclusions of law, and recommended Order.

Findings of Fact

A. Background

AFGE Council of Prison Locals (the Council) is the exclusive representative of a unit of employees appropriate for collective bargaining at FBOP. AFGE Local 1570 is an agent for the Council representing employees in the unit at FCI Tallahassee.

B. Settlement Agreement in Case No. AT-CA-00127

On November 10, 1999, AFGE Local 1570 filed an unfair labor practice charge in Case No. AT-CA-00127, alleging a unilateral change in duties and/or assignments. After the

Acting Regional Director of the Atlanta Region of the FLRA issued a complaint, the parties entered settlement negotiations. These negotiations consisted of a series of conference calls between the AFGE's National Secretary/ Treasurer, Jim Turner, William Lindsey of FBOP General Counsel's office and employees of the FLRA.

On July 6, 2000, a settlement agreement was reached, and signed by the local officials, Warden Schelia A. Clark and AFGE Local 1570 President Irene Compton, who were not involved in the negotiations in this settlement agreement (SA). The parties agreed to an appropriate arrangement for the assignment and reassignment of case managers, unit counselors and secretaries. Such assignments and reassignments were to be based upon seniority. Although the parties used the term "service computation date" when referencing seniority, the parties discussed the meaning of the term "seniority," and everyone agreed that it was to be the same as outlined in Article 19, Section e, of the Master Agreement (MA) between the Council and FBOP, which provides:

> In the event of a conflict between unit members as to the choice of vacation periods, individual seniority for each group of employees will be applied. Seniority in the Federal Bureau of Prisons is defined as total length of service in the Federal Bureau of Prisons. Seniority for Public Health Service (PHS) employees will be defined as the entrance date for the PHS employee being assigned to a Federal Bureau of Prisons facility. It is understood that, as the Bureau of Prisons absorbed the U.S. Public Health Service facilities located at Lexington, Kentucky and Fort Worth, Texas, agreements were made to give those PHS staff seniority for leave purposes based on their entire PHS career.

Every negotiation at the national and local levels have used the MA definition for seniority.

The SA also reiterated that the terms of the agreement were to be applied in accordance with 5 U.S.C. 7106. This was included due to the FCI Tallahassee's concern that its

statutory right to hire and assign work be protected.[1] The SA also required FCI Tallahassee to send Rocky Dowd to training in the area of labor-management relations. Paragraph 3 of the SA provided assurances from FCI Tallahassee that it would not make work assignments based on sex or race of employees – an additional reiteration of the fact that seniority, and not other factors, would be used. Paragraphs 4 and 5 of the SA essentially dealt with the conduct leading up to unfair labor practice charge in Case No. AT-CA-00127; Paragraphs 6 provided for FCI Tallahassee to post a notice to the employees of the settlement's terms.

C. Warden Clark Declares SA Null and Void

The Warden, on September 25, 2000, announced in writing that she considered the settlement agreement "null and void," even though she had signed the SA.[2] In her memo, she gave as reasons that (1) the definition of seniority in the agreement – "service computation date"– differed from Article 19 of the Master Agreement which defines seniority as "total length of service in the Federal Bureau of Prisons;" and (2) that the settlement agreement interfered with management's "right to fill positions, make selections, and assign work" in Article 5 of the Master Agreement and § 7106 of the Statute. She did not elaborate further in her discussions with Compton concerning the matter.

Compton, uncertain of what to do, contacted Turner. The next day, September 26, 2000, Compton informed Warden Clark in writing that the Union considered her actions to be a repudiation of the agreement. To avoid any confusion, AFGE Local 1570 assured Warden Clark, in a letter, that all parties were in agreement that the Master Agreement definition of seniority, i.e., total length of service in the Federal Bureau of Prisons, would control the SA. The Union also, in the September 26 letter, took issue with

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[1] It should be noted that FCI Tallahassee also wanted to include a statement that Article 5 of the parties' Master Agreement, which largely parrots section 7106 of the Statute, be included, but its negotiator, Lindsey, was assured that the clause preserving 7106 rights satisfied that interest.

[2] She stated in her September 25 memo that she was "willing to entertain the original ULP."

Clark's assertion that the agreement conflicted with management rights.[3]

D. Warden Clark Repudiates The SA

Clark continued to take the position that the agreement was "null and void." She no longer considered FCI Tallahassee obligated to provide the agreed-upon training for Rocky Dowd.

Clark then reassigned Geoffrey Brown, a correctional counselor, without following the SA's provisions concerning the use of seniority in filling positions. On October 10, 2000, she notified the AFGE Local 1570 in writing that she intended to transfer Brown. On October 12, 2000, the Union replied in writing, expressing its view that Clark had repudiated the settlement agreement, and, in light of that fact, asked for negotiations. Clark reassigned Brown on or about October 22, 2000, when another counselor was on extended sick leave. On October 31, 2000, Warden Clark responded by expressing the view that she would have to bargain procedures and appropriate arrangements if the change was permanent, and that this change was only temporary.[4]

Brown's reassignment was for an extended period of time, filling in for an employee, Obie Condry, a correctional counselor in Unit F, on extended sick leave, performing additional duties to his regular ones and the reassignment was still in effect at the time of the hearing. Prior to the reassignment, Brown had been a correctional counselor in Unit G, where he had a case load of about 100 inmates to counsel and was responsible for the admissions and orientation program (A and O), which involved the orientation and instruction of new inmates. Brown would perform the A and O duties once or twice a month. In June

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3 The SA, in ¶1(e) specifically states that it would be interpreted consistent with § 7106 of the Statute.

4 When asked why she didn't at least consider there to be a bargaining obligation under Article 4, Section C of the MA, which requires notice and negotiation over local level changes, Warden Clark testified that she had not really "changed" Brown's working conditions because the change was only "temporary." Nothing in the MA limited such matters to "permanent" changes.

2000, Unit G was broken up and the inmates in Unit G were assigned to other Units. After Unit G was broken up Brown's primary responsibilities in Unit G were for A and O, and other duties as assigned by his supervisor. Upon his reassignment to Unit F, Brown picked up Condry's full case load, as a counselor, and continued to do the A and O work for Unit G.

Discussion and Conclusions of Law

The GC of the FLRA contends that FCI Tallahassee violated section 7116(a)(1) and (5) of the Statute by repudiating the SA in Case No. AT-CA-00127. FCI Tallahassee was privileged to not comply with the SA because the SA was null and void because it violated section 7106 of the Statute and the MA and because the breach of such a settlement agreement can only be remedied by setting it aside and proceeding in the original unfair labor practice case.

A. A Settlement Agreement Is A Collective Bargaining Agreement And Its Breach Can Constitute An Unfair Labor Practice

The Authority has long held that a settlement agreement of an unfair labor practice charge is a collective bargaining agreement, the repudiation of which violated section 7116(a)(1) and (5) of the Statute. *See, Great Lakes Program Service Center, Social Security Administration, Department of Health and Human Services, Chicago, Illinois,* 9 FLRA 499 (1982)(*Great Lakes SSA).*

Thus, if FCI Tallahassee had repudiated the SA, without some legal privilege, it would have violated § 7116(a)(1) and (5) of the Statute.

B. FCI Tallahassee Repudiated and Patently Breached the SA

In *Department of Defense, Warner Robins Air Logistics Center, Robins Air Force Base, Georgia,* 40 FLRA 1211 (1991), the Authority set forth the standard for determining when an agency's failure or refusal to honor an agreement constituted a repudiation:

> We find that the nature and scope of the failure or refusal to honor an agreement must be considered, in the circumstances of each case, in order to determine whether the Statute has been violated. Because the breach of an agreement may only be a single instance, it does not necessarily follow that the breach does not violate the Statute. . . . Rather, it is the nature and scope of the breach that are relevant. Where the nature and scope of the breach amount to a repudiation of an obligation imposed by the agreement's terms, we will find that an unfair labor practice has occurred in violation of the Statute.

40 FLRA at 1218-19. Further, in *Department of the Air Force, 375th Mission Support Squadron, Scott Air Force Base, Illinois*, 51 FLRA 858, (1996), the Authority stated:

> [T]wo elements are examined in analyzing an allegation of repudiation: (1) the nature and scope of the alleged breach of an agreement (i.e., was the breach clear and patent?); and (2) the nature of the agreement provision allegedly breached (i.e., did the provision go to the heart of the parties' agreement?).

51 FLRA at 862; *See also Federal Aviation Administration and National Association of Government Employees, Local R3-10, SEIU, AFL-CIO*, 55 FLRA 1271, 1282 (2000). Examination of either element may require an inquiry into the meaning of the agreement provision allegedly breached. *Id.* I conclude that FCI Tallahassee repudiated the SA.

In determining whether a clear and patent breach of the Settlement Agreement exists, it is appropriate to consider both the statements and actions of Respondent. *Id.* at 1284. Here, FCI Tallahassee's statements alone establish the repudiation. FCI Tallahassee, by Warden Clark, announced that it considered the agreement "null and void." It is a clear declaration of intent. In these circumstances, I need not delve deeply into specific management conduct and attempt to ascertain whether such conduct clearly and patently breached the agreement. In the subject case, however, it is undisputed that FCI Tallahassee did not comply with the terms of the SA which provided for the

training for Dowd, solely because of its view that the agreement is null and void in toto. Additionally, Warden Clark's October 31 letter concerning Brown's reassignment, completely ignores the Union's assertions in its October 12 letter concerning the alleged repudiation of the SA. Thus, the FCI Tallahassee deliberately acted as though the SA no longer existed.

In *Department of the Air Force, Warner Robins Air Logistics Center, Robins Air Force Base, Georgia*, 52 FLRA 225 (1996), the Authority applied its holding in *Scott Air Force Base, supra*, and found that a clear and patent breach with respect to a smoking policy agreement went to the heart of the agreement and, because smoking policy was a significant area of concern to bargaining unit employees, went to the heart of the bargaining relationship as well. 52 FLRA at 232. I conclude that FCI Tallahassee's breach goes to the heart of the agreement. Not only are reassignments a significant area of concern, but the agreement was for the express purpose of resolving a dispute between the parties and avoiding litigation. Again, as noted above, Warden Clark's written announcement that the entire agreement was void obviously goes to the heart of the agreement and withdraws the agreement in its entirety.

Accordingly, I conclude FCI Tallahassee's clear and patent breach and rejection of the SA went to the heart of the agreement and the parties' bargaining relationship.

C. There Are No Statutory Or Contractual Bases Rendering the SA Unenforceable

1. Seniority

FCI Tallahassee initial basis for repudiating the SA was that the definition of "seniority" therein conflicted with the definition in the MA. The definition seniority in the SA, on its face, is in conflict with the MA. However the negotiators agreed that the definition of seniority in the SA had the same meaning as the definition of seniority set forth in the MA.[5]

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[5] In this regard I credit the testimony of Union negotiator James Turner. I find his recollection of the negotiations to be reliable and accurate.

Even if Clark was mistaken about the MA's definition when she signed the SA, her representative had agreed that the meaning of seniority in the SA was consistent with the MA. Further, any misunderstanding was immediately clarified by AFGE Local 1570, when, the day after Clark repudiated the agreement, the Union assured Clark, in writing, that the Union was in full agreement with her as to the appropriate definition of "seniority."

Accordingly, I find FCI Tallahassee's initial justification for repudiating the agreement based on the contention that the SA definition of "seniority" is inconsistent with the MA is without merit.

2. Managements Rights

FCI Tallahassee next argues that the SA interferes with its management rights as set forth in section 7106 of the

Statute.[6] In this regard I note that the SA, by its own terms preserves management's section 7106 rights. Second, procedures and appropriate arrangements for employees eligible for vacancies are fully negotiable under section 7106 of the Statute. *Great Lakes SSA*. *See also U.S. Department of the Treasury, Customs Service, Washington, D.C. and Customs Service, Northeast Region, Boston, Massachusetts*, 38 FLRA 770 (1990), in which the Authority found that when employees are equally qualified to perform duties rotation schedules, where employees are moved from

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§ 7106. Management rights

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws—

(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(C) with respect to filling positions, to make selections for appointments from—

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating—

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

assignment to assignment, are fully negotiable. 38 FLRA at 787. Similarly, here, where the parties in the settlement agreement have grouped employees in the same position into their own subparagraphs, the agreement merely sets forth procedures by which equally qualified employees may be selected for reassignments. *See also Association of Civilian Technicians, Roughrider Chapter and U.S. Department of Defense, North Dakota National Guard, Bismark, North Dakota,* 56 FLRA 256 (2000), citing *AFSCME, Local 2027 and ACTION*, 27 FLRA 191 (1987), in which the Authority found a proposal negotiable that provided certain employees first priority for "repromotion" to their former grades and required written, persuasive reasons for non-selection and an opportunity to rebut these reasons before the selecting official filled the vacancies from outside sources. In the subject case the SA simply provides for a procedure for reassignment of equally qualified staff, already existing in place at the facility, when management decides to exercise its right to make a reassignment.

In light of the foregoing I conclude the SA was not inconsistent with section 7106 of the Statute and there is no statutory basis that would justify FCI Tallahassee repudiating the agreement. In this regard I note further that FCI Tallahassee has made no argument that would justify its admitted failure to send Rocky Dowd to training.

Accordingly, I conclude that FCI Tallahassee violated section 7116(a)(1) and (5) of the Statute by repudiating the SA in Case No. AT-CA-00127.

D. The Appropriate Remedy

GC of the FLRA seeks a cease and desist order and Notice posting to be signed by the warden of the Federal Correctional Institution, Tallahassee, Florida. The Authority has indicated that:

> Notices provide evidence that rights guaranteed under the Statute will be vigorously enforced. Although violations of these rights often arise as a result of actions taken or not taken by individuals and particular remedies of these violations often will provide immediate benefits to individual employees, the statutory rights

> benefit and accrue to all employees and the Government as a whole. In addition, the posting of a Notice provides, for most unit employees, the only visible indication that a respondent recognizes and intends to fulfill its obligations under the Statute. As such, it is appropriate to require Notices to be posted in areas other than the particular locations where violations occurred.

U.S. Department of Treasury, Customs Service, Washington, D.C. and Customs Service Region IV, Miami, Florida, 37 FLRA 603, 605 (1990). I conclude, in light of the Warden's breach of the settlement agreement reached between the parties, the Notice should indicate clearly and explicitly that FCI Tallahassee has been found in violation of the Statute, and has been ordered to post the Notice. *United States Department of Justice, Immigration and Naturalization Service*, 51 FLRA 914, 916 (1996).

The GC of the FLRA also seeks an order directing FCI Tallahassee to provide labor-relations training for Warden Clark and to have Warden Clark read the contents of the order and notice out loud to the bargaining unit at a mandatory meeting of all employees, in the presence of an FLRA agent. The GC of the FLRA requests this nontraditional remedy citing *F.E. Warren Air Force Base, Cheyenne, Wyoming*, 52 FLRA 149 (1996), in which the Authority set forth the standard for assessing whether such a remedy would be appropriate:

> [A]ssuming that there exist no legal or public policy objections to a proposed, nontraditional remedy, the questions are whether the remedy is reasonably necessary and would be effective to "recreate the conditions and relationships" with which the unfair labor practice interfered, as well as to effectuate the policies of the Statute, including the deterrence of future violative conduct. These questions are essentially factual. As such, they should be argued and resolved in essentially the same fashion as other factual questions brought before us.

52 FLRA at 161 (citation omitted). *See also, U.S. Penitentiary Leavenworth, Kansas*, 55 FLRA 704, 712 (1999).

Although Warden Clark clearly totally repudiated the SA, which she had signed, and treated cavalierly her obligations to bargain with AFGE Local 1570, I conclude that the non-traditional remedies concerning Clark requested by the GC of the FLRA are not warranted. Accordingly, I reject this request.

Having concluded that FCI Tallahassee has violated section 7116(a)(1) and (5) of the Statute, it is recommended that the Authority issue the following Order:

ORDER

Pursuant to section 2423.41(c) of the Authority's Rules and Regulations and section 7118 of the Federal Service Labor-Management Relations Statute, the U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Tallahassee, Florida, shall:

1. Cease and desist from:

(a) Failing or refusing to comply with settlement agreements reached with the Union concerning procedures and appropriate arrangements for employees adversely affected by the exercise of any management right.

(b) Reassigning any bargaining unit employee without following the procedures agreed-upon in the settlement agreement (signed on July 6, 2000) in resolution of Case No. AT-CA-00127.

(c) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights assured by the Federal Service Labor-Management Relations Statute.

2. Take the following affirmative actions in order to effectuate the purposes and polices of the Federal Service Labor-Management Relations Statute:

(a) Enforce the settlement agreement signed between the parties on July 6, 2000 in resolution of Case No. AT-CA-00127, in its entirety.

(b) Rescind any and all reassignments of bargaining unit employees, including that of Geoffrey Brown, made by the Warden in violation of the settlement agreement.

(c) Post copies of the attached Notice to All Employees on forms to be furnished by the Federal Labor Relations Authority containing the contents of the order. Upon receipt of forms, they shall be signed by the Warden, and they shall be posted and maintained for a period of at least sixty (60) consecutive days from the date of posting, in conspicuous places, facility-wide, including all bulletin boards and other places where notices are customarily posted. Reasonable steps will be taken to ensure that such Notices are not altered, defaced, or covered by any other material.

(d) Pursuant to Section 2423.41(e) of the Authority's Regulations, notify the Regional Director, Atlanta Regional Office, Federal Labor Relations Authority, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply.

Issued, Washington, DC, March 29, 2001

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SAMUEL A. CHAITOVITZ
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 U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Tallahassee, Florida, violated the Federal Service Labor-Management Relations Statute and has ordered us to post and abide by this Notice.

We hereby notify our employees that:

WE WILL NOT fail or refuse to comply with settlement agreements reached with the American Federation of Government
Employees, Local 1570 concerning procedures and appropriate arrangements for employees adversely affected by the exercise of any management right.

WE WILL NOT reassign any bargaining unit employee without following the procedures agreed-upon in the settlement agreement (signed on July 6, 2000) in resolution of Case No. AT-CA-00127.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of rights assured by the Federal Service Labor-Management Relations Statute.

WE WILL enforce the settlement agreement (signed between the parties on July 6, 2000 in resolution of Case No. AT-CA-00127), in its entirety.

WE WILL rescind any and all reassignments of bargaining unit employees, including Geoffrey Brown, made by the Warden in violation of the settlement agreement.

(Respondent/Activity)

Date: By:

(Signature)

(Title)

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, Atlanta, Georgia Regional Office, Federal Labor Relations Authority, whose address is: 285 Peachtree Center Avenue, Suite 701, Atlanta, GA 30303-1270, and whose telephone number is: (404) 331-5300.

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION** issued by SAMUEL A. CHAITOVITZ, Chief Administrative Law Judge, in Case
Nos. AT-CA-00915 and AT-CA-01-0080, were sent to the following parties:

____

CERTIFIED MAIL AND RETURN RECEIPT **CERTIFIED NOS:**

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REGULAR MAIL:

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80 F Street, NW.

Washington, DC 20001

Dated: March 29, 2001
          Washington, DC