MARINE CORPS LOGISTICAL BASE, BARSTOW, CALIFORNIA Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1482, AFL-CIO Charging Party	Case No. SF-CA-41251

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 undersigned 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. § 2423.26(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.26(c) through 2423.29, 2429.21 through 2429.25 and 2429.27.

Any such exceptions must be filed on or before **MARCH 18, 1996**, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW, 4th Floor
Washington, DC 20424-0001

ELI NASH, JR.
Administrative Law Judge

Dated: February 15, 1996
Washington, DC

MEMORANDUM DATE: February 15, 1996

TO: The Federal Labor Relations Authority

FROM: ELI NASH, JR.
Administrative Law Judge

SUBJECT: MARINE CORPS LOGISTICAL BASE,
BARSTOW, CALIFORNIA

Respondent

and Case No. SF-
CA-41251

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1482, AFL-CIO

Charging Party

Pursuant to section 2423.26(b) of the Rules and Regulations, 5 C.F.R. § 2423.26(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. Also enclosed are the transcript, exhibits and any briefs filed by the parties.

Enclosures

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
OFFICE OF ADMINISTRATIVE LAW JUDGES
WASHINGTON, D.C. 20424-0001

MARINE CORPS LOGISTICAL BASE, BARSTOW, CALIFORNIA Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1482, AFL-CIO Charging Party	Case No. SF-CA-41251

James E. Lewis, Esq.
For the Respondent

Yolanda Shepard-Eckford, Esq.
For the General Counsel

Before: ELI NASH, JR.
Administrative Law Judge

DECISION

Statement of the Case

On September 26, 1994, the American Federation of Government Employees, Local 1482, AFL-CIO (herein the Union), filed an unfair labor practice charge, against the Marine Corps Logistics Base, Barstow, California, (herein the Respondent). Thereafter, on May 4, 1995, the San Francisco, California Regional Director for the Federal Labor Relations Authority (herein the Authority) issued a Complaint and Notice of Hearing alleging that the Respondent violated section 7116(a)(1) and (5) of the Federal Service Labor-Management Relations Statute, as amended, (herein the Statute) by unilaterally implementing grooming standards for its civilian security guards, thereby changing conditions of employment for these employees, without fulfilling bargaining obligation owed to the Union.

A hearing on the Complaint was conducted in Barstow, California at which all parties were afforded full opportunity to adduce evidence, call, examine and cross-examine witnesses and argue orally. Timely briefs were filed by the parties which have been duly considered.

Upon the entire record, from my observation of the witnesses and their demeanor, and from all the testimony and evidence adduced at the hearing, I make the following findings and conclusions.

Finding of Facts

Respondent presented no evidence at the hearing. The accepted facts, therefore, are as follows:

1. At all times material, the Union has been the exclusive representative of a unit of employees located at R espondent's facility.

2. Sometime around December 1993, Respondent hired civilian security guards to perform certain security functions at its Multi-Commodity Maintenance Center at the Barstow facility. Upon learning of the hiring of civilian security guards, who would be included in the bargaining unit, the Union filed an unfair labor practice charge around the end of 1993. As a resolution for the unfair labor practice charge, the parties agreed to negotiate regarding matters concerning the new civilian security guards.

3. Around March 4, 1994, Esther Gonzales, the Head of Labor and Employee Relations notified the Union by letter that Respondent would be submitting proposals to the Union regarding uniform and grooming standards for the civilian guards. The Union submitted its proposals regarding uniform standards for the civilian guards on March 31, 1994. The Union did not submit any proposals concerning grooming standards for the civilian guards, however.

4. Respondent submitted its proposed uniform standards and grooming standards to the Union on May 4, 1994. Its proposed grooming standards require male civilian guards to be clean shaven, with no facial hair other than a mustache, which could not extend more than one/fourth of an inch past the upper lip; restricted the length of hair and side burns; restricted the type jewelry that could be worn; and, restricted the type and color of eyeglass frames that could be worn. With regard to Respondent's proposed grooming standards for female civilian guards the requirements were that their hair could not fall beyond the upper edge of the shirt collar; that cosmetics blend with natural skin and be

subdued, with long false eyelashes prohibited. In addition, it was submitted that female civilian guards were prohibited from wearing anything other than clear finger nail polish and, that the length of finger nails does not impair or hinder normal work process; and they were restricted to the type of jewelry and type and color of eyeglass frames.

5. On May 11, 1994, the parties met to negotiate regarding their respective proposals. Union President Dale Boyce and Joseph Provencio represented the Union and Maurice Gill, the supervisor of the guards and, Pat Reeder, for Respondent's Human Resources Office and Pat Snyder, an Administrative Officer represented Respondent. Upon concluding the discussion of Respondent's proposed uniform standards, Reeder raised the issue of grooming standards for the civilian guards and pulled Respondent's proposed standards from a folder. Boyce stated that there would be grooming standards implemented for the guards "over (his) dead body," and that there was no compelling need for grooming standards for the civilian guards. Following the statement by Boyce, Reeder returned Respondent's proposal to the folder and the negotiation session ended without any further reference to the matter. It is uncontroverted that Respondent never mentioned its proposal of implementing grooming standards for civilian guards after this meeting.

6. The next negotiation session was held on May 31, 1994, and was attended by the same representatives for each side who were in attendance at the May 11, 1994 meeting. Respondents' representatives submitted a revised uniform proposal which did not include any grooming standards. Although the parties discussed specific aspects of the uniforms addressed in the revised Respondent proposal, grooming standards were not discussed at this session.

7. Another meeting, with the same representatives present was held on June 23, 1994. Each side presented revised proposals for uniform standards for the guards and after some discussion, a tentative agreement concerning uniform standards for the guards was reached. Again Respondent did not raise the subject of grooming standards and there was no discussion of the subject during this meeting. Boyce testified that, grooming standards ". . . were off the table, withdrawn by management."

8. The agreement with respect to uniform standards was subsequently reduced to writing in a Memorandum of Agreement signed by the parties on June 30, 1994. This Memorandum of Agreement was twice revised to reflect changes in the lettering on the uniform pockets and changes in the type fabric for the uniforms. The issue of grooming was never

raised during the discussions surrounding these later revisions of the Memorandum of Understanding.

9. Sometime in late August, about one week after the Memorandum of Understanding was signed, Provence asked Gill when the parties would negotiate concerning grooming standards. Gill responded that the parties would negotiate concerning grooming standards before the guards were required to wear uniforms. Contrary to this statement, approximately one week before the date the guards were required to wear uniforms, Gill posted grooming standards in the security office. Gill also informed the guards that grooming standards would become effective in one week. The grooming standards posted by Gill were identical to those standards proposed by Respondent at the initial meeting of May 4, 1994. The week after the posting, Gill told an employee that he had to comply with the grooming standards and that if he did not get his hair cut he would terminate him.

10. On Tuesday of the following week, Dennis Burnett, the Lead Guard, informed an employee, pursuant to Gill's order, that he would be terminated if he did not get his hair cut by that Friday. Other guards were similarly threatened with termination by Gill if they did not comply with the new grooming standards.

Conclusions

Respondent denies that it did not give ample notice or the opportunity to the Union to negotiate the grooming standards proposals herein. It claims that the subject matters in this case were so "inextricably intertwined" that after it received no negotiable proposal from the Union regarding grooming, it was free to implement its own grooming standards proposal when the parties concluded agreement on the uniform negotiations. Additionally, Respondent asserts that it was exercising a management right under both subsection 7106(b)(1) and section 7106(a)(1) of the Statute. Further-more, Respondent attempts to acquit itself by placing all duties and responsibilities on the Union. In making its case, Respondent puts significant weight on Boyce's statement that the Union would negotiate grooming standards "over his dead body," in seeking to establish that it did not act unilaterally in implementing the grooming standards. According to Respondent, the Union declined to bargain on the grooming standards, or at least, "blatantly" refused to negotiate the grooming standards and moreover, it failed to invoke the services of the Federal Services Impasses Panel and preserve the **status quo ante** pending resolution of the dispute.

The General Counsel contends that the instant grooming standards do not constitute a means of performing work as defined by subsection 7106(b)(1) of the Statute and therefore, a duty to bargain exists even over the substance of the decision to implement this grooming standard. The chief concern of the General Counsel seems to be that in a situation where an exclusive representative is given no notice or opportunity to bargain, it should not be able to rely on a negotiability defense for its failure to bargain. Basically, the General Counsel views this as a matter where the agency gave no notice of implementation and, thereby precluded the Union from presenting any proposals prior to implementation. Since the Union had no opportunity to present any proposals, it is the view of the General Counsel that the Union was precluded from presenting proposals on subsection (b)(1) topic which directly relates to grooming standards and, as already stated, Respondent should not be allowed to rely on the heretofore uncertainty of the relationship between subsections (a) and (b)(1) as a defense.

Executive Order 12971 (58 Fed. Reg. 52201-52203, October 6, 1993)(herein called the E.O.)[1] is at the core of this case. The General Counsel's argument in this regard is, that while agencies could elect to refuse bargaining on permissive subjects prior to the E.O. it is now mandated that an agency may not refuse to bargain with the exclusive representative regarding a subject which constitutes a matter encompassed by subsection 7106(b)(1).[2] Additionally, the General Counsel takes a position that there is unquestionably a duty to bargain the impact and implementation of the grooming standards here before implementation.

Did Respondent have a duty to bargain regarding the substance of its decision to implement grooming standards for its civilian guards?

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The E.O. in pertinent part, directs the head of each agency to "negotiate over the subjects set for in 5 U.S.C. 7106(b)(1), and instruct subordinate officials to do the same[.]"

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It was also speculated that an issue of whether or not the alleged unfair labor practice could be raised in this forum since Section 3 of the E.O. which declares that it "is not intended to, and does not, create any right to administrative or judicial review. . . ." This defense might be germane, but was not raised by Respondent and is, therefore, unnecessary for the undersigned to consider in order to resolve this matter.

The General Counsel urges that the language of the E.O. mandates that Respondent and other agencies bargain subsection 7106(b)(1) topics and, therefore an obligation to bargain over the substantive aspects of the grooming standards exists and that implementation of those standards prior to concluding bargaining would violate the Statute. While not contending that it is enforcing rights created by the E.O., the General Counsel submits that the agency's duty to bargain here is a statutory obligation to bargain with the Union over negotiable conditions of employment, that a failure to comply with that statutory duty creates an actionable unfair labor practice, and thus the rights raised in this matter were engendered in the Statute, not the E.O.[3] The General Counsel's rationale, in its brief argues the following:

> An agency must now bargain regarding subsection 7106(b)(1) subjects to the extent that it must bargain regarding all other subject matter that does not constitute an exercise of a section 7106 (a)(1) right. Thus, an agency has the duty to bargain regarding the substance and impact and implementa-tion of subject matter encompassed solely by subsection 7106(b)(1) of the Statute.

This language, it is suggested, means that an agency must now bargain 7106(b)(1) subjects to the same extent it would bargain any other matter which does not constitute an exercise of a section 7106(a)(1) management right.

On October 31, 1995, the Authority dealt of the positions articulated here by the General Counsel in *National Association of Government Employees, Local R5-184 and U.S. Department of Veterans Affairs, Medical Center, Lexington, Kentucky*, 51 FLRA 386 (1995); *Order Denying Request for a General Ruling*, 51 FLRA 409 (1995). There the Authority denied the General Counsel's request for a General Ruling noting that its position in *Association of Civilian Technicians, Montana Air Chapter No. 29 v FLRA*, 22 F.3d 1150 (D.C. Cir. 1994) where the methods and means of performing the [agency's] work under section 7106(b)(1) was at issue, it nonetheless rejected the union's claims that section 7106 (b)(1) is an exception to section 7106(a). Furthermore, the language of 7106 (a) and (b) compels, according to the Authority, the following conclusion:

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3 / If there is a statutory duty to bargain over subsection 7116(b)(1) subjects a significant increase in the scope of bargaining could be expected.

> Where a proposal concerns a matter encompassed withing section 7106(b), it is negotiable, consistent with the terms of subsection (b)(1), (2), or (3), even though it may also affect the exercise of authority by a management official to take actions enumerated in section 7106 (a). This would mean that, where a proposal addresses matters that come within the terms of both section 7106(a) and section 7106(b)(1), it is subject to negotiation at the election of the agency.

The Authority also noted that it construes an assertion that negotiation over [a negotiable proposal] is mandated by the E.O. as a claim that there has been an election to negotiate, within the meaning of section 7106(b)(1) and an agency's failure to address such an issue, as consistent with a position that negotiation over such a proposal is precluded by section 7106(a). *National Association of Government Employees, supra n.12.* Furthermore, it held that:

> [A] determination that a proposal is negotiable at the election of the agency under section 7106(b)(1) obviates the need to also analyze the proposal under section 7106(a).

Consequently, the undersigned rejects the argument concerning the mandate of the E.O. as applied to the instant matter.

In this case, although the agency could elect to bargain over a subsection 7106(b)(1) subject, it is still arguable that it violated the Statute by failing to give notice to the Union and an opportunity to negotiate since the Union was not afforded an opportunity to even present proposals on a subsection 7106(b)(1) subject. In this regard, it is noted that Respondent chose not to present any evidence but relies instead on the position that it was exercising both a section 7106(a) and 7106(b) right and that it did notify the Union that grooming standards were required. As already noted, the record contains no evidence concerning actual duties or any evidence depicting a relationship between the actual duties of the security guards here and the necessity for grooming standards in

order for Respondent to perform its mission.[4] Even where method and means under section 7106(b)(1) were involved, the Authority previously rejected the claim that section 7106(b)(1) is an exception to section 7106(a). *National Guard Bureau, Alexandria, Virginia*, 45 FLRA 506 (1992). In such circumstances, it appears that where an agency has an election concerning bargaining and it elects not to undertake such an obligation, it is unnecessary for it to present any evidence in that regard since the matter is not subject to negotiation other than at its option. This seems consistent with the Authority's holding that an agency's failure to address a claim that there is an election is consistent with electing to forego bargaining. It is for these same reasons that the undersigned rejects the General Counsel's claim that an actionable unfair labor practice for not negotiating the substance of the change exists in this case. Thus, Respondent had no definitive obligation to bargain unless it was imposed by the E.O., which does not, it seems create such a duty.

Accordingly, it is found that Respondent did not violate section 7116(a)(1) and (5) of the Statute by unilaterally implementing grooming standards for its civilian security guards, thereby changing conditions of employment of these employees without fulfilling the substantive bargaining obligation owed to the Union. Having found no violation, this allegation is dismissed.

Did Respondent violate section 7116(a)(1) and (5) of the Statute by failing to negotiate with the Union concerning the impact and implementation of the grooming standards prior to implementation?

As earlier noted, the General Counsel maintains that in addition to its obligation to bargain over the substance of the grooming standards, Respondent had an independent obligation to bargain the impact and implementation of the change prior to unilaterally implementing new grooming standards for these civilian guards. Thus, it is contended that Respondent violated the Statute by the implementation of its decision prior to the completion of impact and

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Grooming standards have previously been found an exercise of 7106(b)(1) rights where there is a need to aid the public in readily identifying an individual as a law enforcement officer or agent. *U.S. Department of Justice, Immigration and Naturalization Service*, 31 FLRA 1123 (1988); *American Federation of Government Employees, AFL-CIO, Immigration and Naturalization Service Council and U.S. Department of Justice, Immigration and Naturalization Service*, 8 FLRA 347 (1982).

implementation bargaining and, that this action constituted a separate violation of section 7116(a)(1) and (5) of the Statute.[5]

The essence of this argument is that Respondent waited until the negotiations were finished to spring a grooming standard on the Union thereby, intentionally denying the Union any notice that the change would be implemented. In these circumstances, the Union could not have received ample notice of the grooming standards since Respondent abandoned its proposal to implement grooming standards for the civilian guards on May 11, 1994, and never again renewed that proposal. The General Counsel argues that implementation of the grooming standards required Respondent to give notice of its intention to implement grooming standards, anew. Respondent counters that it gave sufficient notice, but the Union's position on the grooming standards created an impasse and therefore, it needed only to maintain the **status quo ante** for a reasonable time to allow the Union to invoke the assistance of the panel and when the Union did not, it was privileged to implement the grooming standards proposal without further negotiations since management rights were involved.

The notice of which the General Counsel speaks, of course, is the notice required when it is an agency's intention to implement a final proposal where the parties are at an impasse. *Department of Health and Human Services, Social Security Administration, and Social Security Administration, Field Operations, Region II,* 35 FLRA 940 (1990). The required notice in such situations must inform the exclusive representative that the agency intends to implement its proposal so that it will have an opportunity to request the assistance of the Federal Services Impasses Panel (herein Panel). The required notice also differs considerably from the notice given to the Union when Respondent submitted its proposals or in Respondent's May 4, 1994-grooming standards proposal which it argues constituted sufficient notice. Respondent makes no mention of the notice that is required when an impasse occurs and as

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Since the required grooming standards certainly extend beyond the workplace and potentially conflict with employee preferences concerning personal appearance, it is my opinion that the instant proposed changes had a reasonably foreseeable impact which is more than **de minimis**. *Department of Health and Human Services, Social Security Administration,* 24 FLRA 403 (1986). There, it was found that a duty to bargain concerning the impact and implementation of the grooming standards existed.

already noted, seeks unsuccessfully to shift the onus in this case to the Union.

To begin with, I agree with the General Counsel that there was no impasse over the grooming standards in this case. Respondents' assertion that Boyce's reputed proposal, which it characterized as a blatant refusal allowing it to implement its own grooming standards, misses the point. Notwithstanding Respondent's claim of privilege, the record satisfactorily demonstrates that Boyce's single statement that grooming standards would be implemented "over [his] dead body" was no more than puffery. In my opinion such a statement normally would be construed as hyperbole or no more than an opening position indicating that negotiations on the subject would be tough. In the bargaining setting in which this statement occurred, it could not reasonably be interpreted as anything other than a starting point and not as a refusal to bargain. *U.S. Department of the Air Force, 832D Combat Support Group, Luke Air Force Base, Arizona,* 36 FLRA 289 (1990). In all the circumstances, such a statement would hardly allow an agency to fold its tent and implement a proposed change without any notification of its intention to implement. Consequently, it is found that the parties neither bargained nor reached an impasse over Respondent's grooming standards proposal, but that Respondent implemented its proposed standards prior to completing bargaining on the subject.

There is also evidence showing that after implementation of the grooming standards, sometime around the end of August 1994, Boyce wrote Gonzales on September 4, 1994, angrily contending that the parties were at an impasse and repeating his statement that there would be grooming standards over his dead body. There was nothing to be at an impasse over at that time. For as previously noted, Respondent implemented its proposal prior to the Boyce letter. Thus, Boyce's attempt to renew his proposal on grooming standards after implementation could not create an impasse over a change that was already in place. Nor does a renewal of the proposal by the Union alter my opinion that the Union's proposal on grooming standards when initially presented was anything more than its opening proposal on the matter. Finally, even if the parties were at an impasse over the grooming standards, Respondent is in no better position particularly after it did not give the requisite notice and thus the opportunity for the Union to invoke the Panel's services.

The parties met on several occasions after May 11, 1994, however, Respondent's grooming standards proposals were never again mentioned during any of those meetings.

Furthermore, there is no record evidence showing that either of the parties mentioned an impasse prior to Respondent's implementing its grooming standards proposal. If anything, since no further mention was made of grooming standards and, Respondent did not present its grooming standards proposal as its last offer after an impasse, it was certainly reasonable for the Union to believe Respondent had withdrawn its grooming standards proposals.[6]

Although there is little support for the General Counsel's claim that Respondent had an ingenious scheme to spring the grooming standards on the Union, it is clear that by implementing its grooming standards proposals without any bargaining or without any indication that the parties were at an impasse over the matter, the Union was deprived of an opportunity to bargain over the grooming standards proposals before they were implemented by Respondent.

Therefore, it is found that the parties were not at an impasse over the grooming standards proposals. Furthermore, it is concluded that since the parties had not completed bargaining over the matter, Respondent had a duty to notify the Union of its intent to implement the grooming standards, thereby allowing the Union to bargain further or to invoke Panel assistance. Respondent did nothing. In the circumstances, it is my view that the Union was entitled to notification prior to the implementation and Respondent's failure to give any notification effectively prevented the Union from presenting any proposals it might have deemed necessary.

Accordingly, it is found that Respondent's action surrounding the grooming standards proposal could have lead the Union to reasonably believe that the proposal had been withdrawn and, that it could have reasonably expected that Respondent would bargain further on the matter prior to implementation. It is also found that while the Union had adequate notice concerning Respondent's intention to offer proposals about grooming standards for the civilian guards, it did not have any notice of Respondent's intention to implement that proposal although bargaining had not been completed on the matter. Thus, it is found that Respondent did not complete bargaining on the grooming standards prior

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On August 24, 1994, Boyce in a letter to the commanding officer indicated that Respondent, "withdrew their proposals of grooming standards. . . ." Boyce reiterated this position in his September 8, 1994 letter to Gonzalez, where he indicated that while an impasse might have existed, management withdrew their grooming standards proposals thereby avoiding the impasse.

to implementation and, that by failing to complete its bargaining obligation it violated section 7116(a)(1) and (5) of the Statute.

Based on all of the foregoing, it is recommended that the Authority adopt the following:

ORDER

Pursuant to section 2423.29 of the Authority's Rules and Regulations and section 7118 of the Statute, it is hereby ordered that the Marine Corps Logistics Base, Barstow, California:

1. Cease and desist from:

(a) Unilaterally changing the conditions of employment of our civilian guards in the Multi-Commodity Maintenance Center by implementing grooming standards without notifying the American Federation of Government Employees, Local 1482, AFL-CIO, the agent of the exclusive representative of its employees and affording it an opportunity to negotiate the impact and implementation of such change.

(b) In any like or related manner interfere with, restrain, or coerce its employees in the exercise of the rights assured them by the Federal Service Labor-Management Relations Statute.

2. Shall take the following affirmative action in order to effectuate the purposes and policies of the Federal Service Labor-Management Relations Statute:

(a) Rescind the grooming standards implemented in August 1994 and revert to the practice in effect prior to August 1994.

(b) Rescind any disciplinary action issued to any employee based on the grooming standards and make whole any such effected employee.

(c) Notify the American Federation of Government Employees, Local 1482, AFL-CIO, the agent of the exclusive representative of our employees, of any intention to change working conditions concerning grooming standards for civilian guards in the Multi-Commodity Maintenance Center and upon request negotiate with the American Federation of Government Employees, Local 1482, AFL-CIO, concerning the

impact and implementation of such proposed change in working conditions.

(d) Post at all locations within the Marine Corps Logistics Base, Barstow, where bargaining unit employees represented by the American Federation of Government Employees, Local 1482, AFL-CIO, are located copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Commanding Officer, and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and places where notices to employees are customarily posted. Reasonable steps shall be taken to ensure that such notices are not altered, defaced, or covered by any other material.

(e) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, San Francisco 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.

Dismiss the allegations of the instant complaint alleging that Respondent failed and refused to bargain over the substance of the grooming standards.

Issued, February 15, 1996, Washington, D.C.

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ELI NASH, JR.
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

AS ORDERED BY THE FEDERAL LABOR RELATIONS AUTHORITY

AND TO EFFECTUATE THE POLICIES OF THE

FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT unilaterally change the conditions of employment of our civilian guards in the Multi-Commodity Maintenance Center by implementing grooming standards without notifying the American Federation of Government Employees, Local 1482, AFL-CIO, the agent of the exclusive representative of our employees and affording it an opportunity to negotiate the impact and implementation of such change.

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

WE WILL rescind the grooming standards implemented in August 1994 and revert to the practice in effect prior to August 1994.

WE WILL rescind any disciplinary action issued to any employee based on the grooming standards and make whole any such effected employee.

WE WILL notify the American Federation of Government Employees, Local 1482, AFL-CIO, the agent of the exclusive representative of our employees, of any intention to change working conditions concerning grooming standards for civilian guards in the Multi-Commodity Maintenance Center and upon request negotiate with the American Federation of Government Employees, Local 1482, AFL-CIO, concerning the impact and implementation of such proposed change in working conditions.

____
(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 of the Federal Labor Relations Authority, San Francisco Region, whose address is: 901 Market Street, Suite 220, San Francisco, CA 94103, and whose telephone number is: (415) 356-5000.

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by ELI NASH, JR., Administrative Law Judge, in Case No. SF-CA-41251, were sent to the following parties in the manner indicated:

CERTIFIED MAIL:

Mr. James E. Lewis
Counsel for the Respondent
Headquarters U.S. Marine Corps (MPC-37)
2 Navy Annex
Washington, DC 20380-1775

Dale Boyce, President
American Federation of Government
  Employees, Local 1482, AFL-CIO
P.O. Box 111482
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Yolanda Shepherd Eckford, Esq.
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San Francisco Region
901 Market St., Suite 220
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REGULAR MAIL:

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80 F Street, NW
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Dated: February 15, 1996

Washington, DC