

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
OFFICE OF ADMINISTRATIVE LAW JUDGES
WASHINGTON, DC 20424

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DEPARTMENT OF THE AIR FORCE,
HEADQUARTERS, AIR FORCE LOGISTICS
COMMAND, WRIGHT-PATTERSON AIR FORCE
BASE, OHIO

Respondent

and

Case No. 5-CA-30334

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, COUNCIL 214, AFL-CIO

Charging Party

.....

Major Roger T. McNamara, Esq.
For Respondent

Paul D. Palacio
For Charging Party

Sandra LeBold, Esq.
For General Counsel, FLRA

Before: SAMUEL A. CHAITOVITZ
Administrative Law Judge

DECISION

Statement of the Case

This is a proceeding under the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the U.S. Code, 5 U.S.C. § 7101 et seq., 92 Stat. 1191 (hereinafter referred to as the Statute), and the Rules and Regulations of the Federal Labor Relations Authority (FLRA), 5 C.F.R. Chapter XIV, § 2410, et seq.

Pursuant to a charge filed on June 8, 1983 by the American Federation of Government Employees, Council 214, (hereinafter called the Union and/or AFGE Council 214) against Air Force Logistics Command, Headquarters,

Wright-Patterson Air Force Base, Ohio (hereinafter called Respondent and/or AFLC), the General Counsel of the FLRA, by the Regional Director of Region 5, issued a Complaint and Notice of Hearing on July 27, 1983. The Complaint alleges that Respondent violated Sections 7116(a)(1) and (5) of the Statute by unilaterally implementing a new policy prohibiting facial hair on employees required to wear respirators, while negotiations concerning the policy were being held and prior to impasse having been reached in the negotiations. AFLC filed an Answer denying it had violated the Statute.

A hearing was held before the undersigned, in Dayton, Ohio. Respondent, Charging Party and General Counsel of the FLRA were represented and afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence and to argue orally. Post hearing briefs were filed and have been fully considered.

Based upon the entire record in this matter, my observation of the witnesses and their demeanor and my evaluation of the evidence, I make the following:

Findings of Facts

On January 13, 1978, American Federation of Government Employees, AFL-CIO (hereinafter called AFGE) was certified as the collective bargaining representative for a consolidated unit of all Respondent's wage grade and general schedule employees, with certain exclusions not herein relevant. At all times material herein AFGE, Council 214, has been an agent of AFGE with respect to bargaining with Respondent on behalf of the above described collective bargaining unit. A Master Labor Agreement (MLA) was entered into between Respondent and AFGE Council 214, which became effective on June 28, 1982.^{1/}

^{1/} The MLA provides in pertinent part:

ARTICLE 25 HEALTH AND SAFETY

SECTION 25.01: GENERAL POLICY

The Employer agrees to establish and maintain a comprehensive occupational safety and health program, and to make every effort to provide safe and healthful workplaces and working conditions as required by applicable regulations. The Employer and the Union agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control. The Employer agrees to comply

(continued)

On 21 December 1978, Headquarters AFLC issued its policy on facial hair and respirator use. A significant concern expressed by the employer

(Continued)

fully with all provisions of Executive Order No. 12196 as implemented with DOD.

SECTION 25.04: HEALTH AND SAFETY STANDARDS

The Employer and the Union agree that applicable Air Force guidance on safety and health are minimal safety standards. In the absence of Air Force guidance, applicable OSHA standards will govern, and if there is no applicable OSHA standard, nationally recognized sources of health and safety criteria will be utilized.

ARTICLE 30

NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

SECTION 33.01: MUTUAL RIGHTS AND OBLIGATIONS

The Union will designate an official(s) to represent it in mid-term bargaining matters of Command level. The Employer will provide office space at HQ AFLC, including filing cabinets, desks, chairs, tables, and typewriters at no cost to the Union. The Union will provide an adequate staff with authority to facilitate prompt response to the negotiation undertaken at Command level.

SECTION 33.02: NEGOTIATIONS AT COMMAND LEVEL

a. For higher authority issuances directed to Command and issuances initiated at Command level the following procedures will be followed:

(1) The Labor Relations Office will notify the designated Union official in Section 33.01 above of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the implementation date. The Council President or designee may request and be granted a meeting to discuss the change.

(2) If the Union wishes to negotiate, in accordance with entitlements under CSRA, concerning proposed changes, the Union will submit written proposals to the Labor Relations Office not later than 15 calendar days after receipt of Employer's notification. Negotiations will normally begin within five workdays after receipt by the Labor Relations Office of the timely Union proposals. If necessary, the identified implementation date may be postponed by the Employer to complete negotiations in good faith.

was that employees with stubble, beards and wide sideburns do not obtain an adequate seal. Therefore, a clean shaven policy was established "so that facial hair would not interfere with the respirator sealing surface."

On May 26, 1982, the FLRA issued its decision in United States Department of Defense, Department of Air Force, Oklahoma City Air Logistics Center, Tinker Air Force Base, Oklahoma and AFGE, Local 916, AFL-CIO, 8 FLRA 740 (1982) enforced sub nom. Federal Labor Relations Authority v. U.S. Department of the Air Force, Oklahoma Logistics Center, Tinker Air Force Base, Oklahoma, 735 F.2d 1513 (D.C. Cir. 1984).^{2/} The Authority affirmed the following findings of Administrative Law Judge Eli Nash, Jr.:

The Judge found (1) that, prior to April 17, 1980, the Respondent had a written policy, established with the Union's agreement, of permitting employees who are required to use respirators in their work to have facial hair as long as it was trimmed so as not to interfere with the respirator sealing surface as determined by the Respondent during the respirator fit test; (2) that the Respondent unilaterally changed the foregoing policy by thereafter insisting that employees using the respirator be clean-shaven and by discontinuing the respirator fit test for any employees with facial hair; and (3) that such changes in the established facial hair policy were instituted without notice to or bargaining with the Union, which became aware of the changes only through complaints received from employees who had been subjected to disciplinary actions because of their refusal to shave off their beards and facial hair. The Judge concluded, based on the foregoing, that the Respondent's unilateral change in the facial hair and respirator use policy without notice to or bargaining with the Union regarding the impact and implementation of such decision to change the policy constituted a violation of Section 7116(a)(1) and (5) of the Statute.

Tinker Air Force Base was ordered to rescind its April 17, 1980 policy on facial hair and to bargain with AFGE, Local 916 on the substance, impact and implementation of the change. Tinker Air Force Base did not comply with the Order and the FLRA successfully sought enforcement of its decision in the U.S. Court of Appeals.

On February 22, 1983, Tinker sent a letter to Gilbert J. Saulter, Regional Administrator of the Occupational Health and Safety Administration in Dallas, Texas explaining its interpretation of 29 CFR 1910.134(e)

^{2/} Hereinafter referred to as the Tinker Air Force Base Case.

(5)(i)^{3/} and asking OSHA if it agreed.^{4/} The letter stated, in part,

"...Tinker Air Force Base has attempted to conform to federal regulations under the Occupational Safety and Health Act since the implementation of former President Carter's Executive Order 12196. Since this time, the Federal Labor Relations Authority has ordered Tinker AFB to permit employees, who are required to wear respirators in their work, to have facial hair as long as it is trimmed so it would not interfere with the respirator sealing surface which Tinker could determine by utilizing a respirator fit test.

. . .

"We are in desperate need of answers to the questions we have posed. Response as quickly as possible is of the utmost importance to us. . . ."

OSHA's Dallas office responded to Tinker in a letter dated March 4, 1983, which stated, in effect, that facial hair at the sealing surface of the respirator would constitute a violation of Section 1910.134(e)(5)(i).

^{3/} 29 CFR 1910.134(e)(5)(i) provides:

"Every respirator wearer shall receive fitting instructions including demonstrations and practice in how the respirator should be worn, how to adjust it, and how to determine if it fits properly. Respirators shall not be worn when conditions prevent a good face seal. Such conditions may be a growth of beard, sideburns, a skull cap that projects under the facepiece, or temple pieces on glasses. Also, the absence of one or both dentures can seriously affect the fit of a facepiece. The worker's diligence in observing these factors shall be evaluated by periodic check. To assure proper protection, the facepiece fit shall be checked by the wearer each time he puts on the respirator. This may be done by following the manufacturer's facepiece fitting instructions.

^{4/} The Tinker interpretation was consistent with its April 17, 1980 policy which the FLRA ordered rescinded pending bargaining.

On April 25, 1983, Paul Palacio, President, AFGE Council 214^{5/} received a letter from William Langley, of the Respondent's Labor Employee Relations Division. The letter announced that the following policy would apply throughout AFLC,

"Any observable facial hair in the facepiece-to-face sealing surface will cause a fit-test failure and the employee can be directed to shave in the sealing area. When the employee has shaved, he will be re-fit-tested to determine when a safe seal is achieved."

The letter said that the policy was being implemented because the Respondent was anticipating an upcoming change in an Air Force Regulation, AFOSH Std. 161-1, Respiratory Protection Program and because of OSHA's interpretation of 29 CFR 1910.134. The letter stated further that "AFLC intends to implement this policy 27 May 1983. . ." and invited AFGE to negotiate concerning the "impact/implementation" of this policy.

Palacio forwarded the letter to the various AFGE locals which make up the Council and asked them to submit proposals regarding the change. Palacio then formulated the Council's proposals, which he submitted on May 10, 1983.^{6/} On May 9, 1983, Palacio was briefed on the matter by Langley and Major Talley of the Surgeon General's Office. Alternatives were discussed and Palacio was shown pictures of respirators which could be worn with beards. Palacio was given a copy of the Dallas OSHA interpretation of 29 CFR 1910.134.

Langley contacted Palacio after receiving the Union's May 10, 1983 proposals and set up a meeting for May 27, 1983 to discuss the proposals.

On May 26, 1983, Val Buxton, Chief, Labor Employee Relations Division, sent Palacio a letter. Referring to the Union's proposals, Buxton said, "We regret that you have chosen to submit proposals that are, taken as a whole, beyond the realm of reasonableness." Buxton went on to say that due to the overriding exigency of a safe and healthful workplace, the policy would be implemented throughout AFLC on May 27, 1983.

Palacio received the letter on May 27, 1983, the day Langley had scheduled for negotiations. He brought the letter to Langley's attention.

5/ AFGE Council 214 represents employees in the consolidated unit which includes employees of the AFLC located, inter alia, at Wright-Patterson AFB, Dayton, Ohio; Hill AFB, Ogden, Utah; Kelly AFB, San Antonio, Texas; McClellan AFB, Saramento, California; Tinker AFB, Oklahoma City, Oklahoma; Newark Air Station, Newark, Ohio.

6/ These proposals dealt with the substance of the change, the impact of the change on employees and the procedures for implementing the change.

Langley and Palacio went over the proposals and Palacio explained the meaning or intent of proposals when Langley requested him to do so. With regard to certain proposals, Langley stated that he understood the proposal and no explanation was necessary. Alternatives were discussed. Langley did not state that any proposals were non-negotiable.

Following the May 27, 1983 negotiation session, Palacio provided Langley with follow-up information regarding the proposals, including an OSHA Guide for workers who use respirators. Contrary to past practice, the Respondent did not send AFGE Council 214 any counterproposals. Langley did not contact Palacio to set up another negotiation session. Palacio started getting reports from various AFGE Locals that management had begun implementing the new facial hair policy. As a result, Palacio contacted Langley, who confirmed the policy was implemented as scheduled on May 27, 1983. Langley informed Palacio on July 8, 1983 that none of the Union's May 10th proposals were negotiable because none were "valid impact and implementation proposals" and that they either directly conflicted with the Respondent's initiative or did not relate to the initiative.

On July 14, 1983, Palacio requested the assistance of the Federal Mediation and Conciliation Service. On July 28, 1983, Tom Donnelly, a mediator with the FMCS, contacted Langley regarding this matter. Langley advised Donnelly that the Respondent was willing to make no movement on the matter and therefore felt that a meeting to discuss the matter was not necessary.

It is uncontested that the Respondent ordered implementation of the new facial hair policy at seven bases within AFLC on May 27, 1983. There were some differences and the record is somewhat confused as to how and when the new policy was implemented at the various bases and within individual bases but it is concluded that at Hill Air Force Base, Warner Robbins Air Force Base, McClellan Air Force Base, Kelly Air Force Base, Wright-Patterson Air Force Base and Newark Air Force base the new policy was implemented requiring employees to be clean shaven at the respirator-face seal. Such policy was not enforced prior to May 27, 1983. Tinker Air Force base continued to enforce the clean shaven policy that was the subject of 8 FLRA 740.

By letter dated June 20, 1983 Colonel Harry Russell, Headquarters AFLC Bioenvironmental Engineer, sought advise from the OSHA national office as to whether employees using respirators need to be clean shaven where the respirator sealing surface touches the face. By letter dated July 13, 1983, Edward J. Baier, Director of Technical Support of OSHA's National Office, stated "a. Yes, any facial hair growth between the face-piece sealing surface and the skin that prevents a good sealing surface is violative of 29 CFR 1910.134(e)(5)(i). . ." Baier added "d. OSHA's position is that any hair growth in the face sealing area is unacceptable. . ."

Discussion and Conclusions

The record establishes that as a matter of practice prior to May 27, 1983 unit employees who used respirators, were permitted to have facial hair providing such hair did not interfere with the effectiveness of the respirator seal. Employees using respirators were fit-tested for respirators, even if they had facial hair, and if they passed the tests, such employees were permitted to keep the facial hair. On April 25, 1983 Respondent notified the Union that effective May 27, 1983 "any observable facial hair in the facepiece-to-face sealing surface will cause a fit-test failure and the employee can be directed to shave in the sealing area. . ."^{7/} The Union made certain proposals with respect to the proposed change involving both the change itself and the impact and implementation of the change. Respondent, after meeting with the Union, implemented its proposed change and advised the Union that its proposals were non-negotiable.

The FLRA has long held that unilaterally implementing a change in established conditions of employment of bargaining unit employees without notifying the Union of the intended change and without affording the Union an opportunity to negotiate, unless the Union had clearly and unmistakably waived its bargaining rights, constitutes a violation of Sections 7116(a) (1) and (5) of the Statute, Department of the Air Force, Scott Air Force Base, Illinois, 5 FLRA 9 (1981) and Tinker Air Force Base, Case, supra. Further the FLRA has held that the practice of permitting employees to have facial hair where a respirator seal meets the face is a condition of employment and changing that practice by requiring such employees to be clean shaven and without facial hair constituted a change in conditions of employment and further that such a change does not involve the "technology, methods and means of performing the work." See Tinker Air Force Base Case, supra.

Respondent contends that the change in facial hair policy did not constitute a unilateral change in employment conditions because the Union had already negotiated concerning this matter and that Respondent was merely complying with the collective bargaining agreement. Respondent contends that by agreeing to Section 25.01 of the Master Labor Agreement (MLA) the Union agreed to the application of OSHA Standards which included

^{7/} This change was to apply to employees whether they mandatorily wore a respirator because they dealt with high levels of toxic substances or whether the wearing of the respirator desirable because they dealt with irritants and non-toxic substances.

the imposition of the new clean shaven standard. Section 25.01 of the MLA provides ". . . The Employer agrees to comply fully with all provisions of Executive Order No. 12196 as implemented with DOD" and Section 25.04 of the MLA provides that Air Force guidance are minimal standards and ". . . In the absence of Air Force guidance, applicable OSHA standards will govern, and if there is no applicable OSHA standard, nationally recognized sources of health and safety criteria will be utilized." Executive Order 12196 (4 FR 12769, Feb. 28, 1980) provides in Section 1-201(d) that the head of each agency shall ". . . (d) Comply with all standards issued under section 6 of the Act except where the Secretary approves compliance with alternative standards. When an agency head determines it necessary to apply a different standard, that agency head shall, after consultation with appropriate occupational safety and health committees when established, notify the Secretary and provide justification and equivalent or greater protection will be assured by the alternative standard."

By Section 25.01 the Union and Respondent agreed to comply with Executive Order 12196 as implemented by DOD. Executive Order 12196, by its own terms, provides that agencies shall follow the OSHA Standards unless the Agency follows a particular procedure to secure approval by the Secretary of Labor for the use of an alternative standard. In the instant situation no such procedure had been followed and no such alternative standard was approved by the Secretary of Labor. Thus it is concluded that by means of Section 25.01 of the MLA the Union consented to the institution of the OSHA standards. Further, even without this consent of the Union, Executive Order 12196 requires the institution of the OSHA standards unless and until the Respondent follows the proscribed procedures and secures the consent of the Secretary of Labor for the use of an alternate standard.

General Counsel of the FLRA contends that the contract does not constitute a clear waiver of the Union's right to bargain concerning a change in working conditions. Cf. Department of the Air Force, Scott Air Force Base, Illinois, supra. It is argued that Section 25.01 of the MLA is not such a clear waiver as to relieve Respondent of its obligation to bargain about the change and that this is supported by Section 25.04 of the MLA which provides ". . . In the absence of the Air Force guidance, applicable OSHA standards will govern. . . ." Thus, because there was Air Force guidance,^{8/} General Counsel of the FLRA contends that OSHA standards are not applicable, pursuant to the MLA. However, General Counsel of the FLRA misreads the MLA. Section 25.01 of the MLA clearly provides that Executive Order 12196 applies, which in turn

^{8/} AFOSH Std 161-1, Respirator Protection Program, April 4, 1977, Section 3 (b)(5) provides, in part, that ". . . Respirators should not be worn when conditions such as growth of beard . . . prevent facepiece-to-face seal."

states that OSHA standards apply unless certain specific procedures are followed to get alternative standards approved by the Secretary of Labor. Section 25.04 merely states that where such alternative standards have been approved, they apply, but if not then OSHA standards apply; and further if there are neither alternative standards nor OSHA standards, then other national criteria apply.

In light of all of the foregoing I conclude that the Union agreed, by virtue of MLA, to the application of the OSHA Standards,^{9/} including those standards involving the respirators.

Respondent sought advice on two occasions as to the official OSHA interpretation of its respirator standards. The OSHA standards found in 29 CFR 1910.134 provide, in part, that ". . . Respirators shall not be worn when conditions prevent a good face seal. Such conditions may be a growth of beard, sideburns, . . ."^{10/} This standard is open to some interpretive differences since it indicates a growth of beard "may" prevent a good seal. However, OSHA officials, both Regional and National officials, on two occasions advised Respondent that OSHA interprets 29 CFR 1910.134(e)(5)(i) as requiring an employee to be clean shaven where the sealing surface of the respirator touches the face.

Thus, Respondent was merely instituting the OSHA standard, and thereby complying with the MLA and Executive Order 12196, when it changed the existing policy and announced the policy that observable facial hair in the facepiece-to-face sealing surface would not be permitted and an employee can be directed to shave the sealing area. Accordingly because this change was mandated by both the MLA and Executive Order 12196, I conclude that Respondent did not violate Section 7116(a)(5) when it unilaterally instituted the changes and refused to bargain about the change itself.^{11/}

Respondent, even where privileged to make a change in working conditions is still obliged to negotiate concerning the impact and procedures for implementing such a change. Cf. Federal Correctional Institution, 8 FLRA 604 (1982). In the subject case Respondent did not fulfill this obligation. Certain of the union proposals, (i.e. that employees required to shave, be permitted to do so on official time) dealt

^{9/} This is also mandated by the terms of Executive Order 12196.

^{10/} 29 CFR 1910.134(e)(5)(i).

^{11/} Although it could be argued that Respondent was obliged to bargain with the Union concerning exercising Respondent's discretion under Executive Order 12196 in formulating alternative standards and sealing approval from the Secretary of Labor, no unfair labor practice was alleged in the complaint concerning the breach of any such obligation.

with the impact on employees and the procedures for implementing the change and Respondent refused to negotiate concerning those matters and implemented the change. In so doing Respondent violated Sections 7116(a)(1) and (5) of the Statute. Tinker Air Force Base Case, supra.

General Counsel of the FLRA urges that because there were certain employees who wore respirators who were not required by OSHA regulations to wear respirators, the change with respect to them was negotiable. This contention is rejected because, the subject record is not sufficiently clear to enable me to make findings of fact with respect to the number of such employees, whether they wore respirators at their own choice, whether Respondent required them to wear respirators, etc. Further, the record does not establish that the Union, after making its demands to bargain concerning all the unit employees who wore respirators, indicated in the alternative it desired to bargain with respect to the underlying change in policy on behalf of employees who voluntarily wore respirators. Further the record does not establish which employees are not covered by the OSHA standard.

Respondent finally contends that the wrong Respondent is named in this matter. In this regard Respondent as named is "Department of the Air Force, Headquarters, Air Force Logistics Command, Wright-Patterson Air Force Base, Ohio" and Respondent, in its answer, contends that the proper Respondent is "Headquarters, Air Force Logistics Command." This argument is rejected. The Air Force Logistics Command (AFLC) is one of the major commands of the Department of the Air Force. Section 7116(a)(1) and (5) of the Statute refers to an "agency" and the Statute speaks in terms of an "agency". Thus, it is not AFLC that has the Statutory obligation, in isolation, but rather as part of the overall agency. The Department of the Air Force is really part of the descriptive title of AFLC and hence Respondent is properly named.

The General Counsel of the FLRA requests a status quo ante remedy. In matters involving solely failures to bargain over the impact and implementation of changes, status quo ante remedies are only given in unusual situations. Cf. Department of the Treasury, Internal Revenue Service, Jacksonville District, Jacksonville, Florida, 15 FLRA 1014 (1984).

In light of the foregoing I conclude that Respondent violated Sections 7116(a)(1) and (5) of the Statute when it refused to bargain with the Union concerning the impact and implementation of the changes in policy concerning facial hair. Accordingly I recommend that the FLRA adopt the following:

ORDER

Pursuant to section 2423.29 of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Statute, the Authority hereby orders that the Department of the Air Force, Headquarters, Air Force Logistics Command, Wright-Patterson Air Force Base, Ohio, shall:

1. Cease and desist from:

(a) Unilaterally instituting a change in the policy on facial hair applicable to employees required to use respirators in their work or in any other condition of employment without affording the American Federation of Government Employees, Council 214, AFL-CIO, or any other exclusive representative of its employees, notice of and an opportunity to bargain over the impact and implementation of such change.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed by the Statute.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Statute:

(a) Upon request bargain in good faith with American Federation of Government Employees, Council 214, AFL-CIO, or any other exclusive representative of its employees on the impact and implementation of the change in policy on facial hair applicable to employees required to use respirators in their work.

(b) Post at its facilities, 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 other places where notices to employees are customarily posted. Respondent shall take reasonable steps to insure that such notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director of Region V of the Federal Labor Relations Authority in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.


SAMUEL A. CHAITOVITZ
Administrative Law Judge

Dated: October 26, 1984
Washington, DC

APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO

A DECISION AND ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

AND IN ORDER TO EFFECTUATE THE POLICIES OF

CHAPTER 71 OF TITLE 5 OF THE

UNITED STATES CODE

FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT unilaterally institute a change in the policy on facial hair applicable to employees required to use respirators in their work, in any other condition of employment, without affording the American Federation of Government Employees, Council 214, AFL-CIO, or any other exclusive representative of its employees, notice of and an opportunity to bargain over the impact and implementation of such change.

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

WE WILL upon request bargain with American Federation of Government Employees, Council 214, AFL-CIO, or any other exclusive representative of our employees concerning any change in policy on facial hair applicable to employees required to use respirators in their work.

(Agency or Activity)

Dated: _____ By: _____
(Signature)

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, Region 5, whose address is: 175 W. Jackson Boulevard, Suite A-1359, Chicago, IL 60604 and whose telephone number number is: (312) 353-6306.