

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

DEPARTMENT OF THE AIR
FORCE, SPACE DIVISION,
LOS ANGELES AIR FORCE
BASE, CALIFORNIA

Respondent

and

Case No. 8-CA-90241

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
LOCAL 2429, AFL-CIO

Charging Party

and

AIR FORCE CONTRACT
MANAGEMENT DIVISION (AFCMD)

Respondent

and

Case No. 8-CA-90428

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
LOCAL 2429, AFL-CIO

Charging Party

Joseph A. Arroyo, Esq.
For the Respondent

Gerald M. Cole, Esq.
For the General Counsel

Before: WILLIAM NAIMARK
Administrative Law Judge

DECISION

Statement of the Case

Pursuant to an Order Consolidating Cases, Consolidated
Amended Complaint and Amended Notice of Hearing issued on

July 17, 1989, by the Regional Director, Federal Labor Relations Authority, Region VIII, a hearing was held before the undersigned on August 17, 1989 at Los Angeles, California.

This case arose under the Federal Service Labor-Management Relations Statute, 5 U.S.C. 7101 et seq. (herein called the Statute). It is based on a second amended charge filed on May 31, 1989 in Case No. 8-CA-90241 against Department of the Air Force, Space Division, Los Angeles Air Force Base, California, and on a first amended charge filed on July 17, 1989 in Case No. 8-CA-90428 against Air Force Contract Management Division (AFCMD), both herein collectively called Respondent, by American Federation of Government Employees, Local 2429, AFL-CIO, herein called the Union.

The Consolidated Amended Complaint alleged, in substance: that on or about March 1, 1989 Respondent Space Division unilaterally changed working conditions of employees by banning smoking at its facilities; that on or about March 2, 1989 and May 1, 1989 Respondent Air Force Contract Management Division (AFCMD) unilaterally changed working conditions of employees by banning smoking at its various Air Force Plant Representative offices; that both Space Division and AFCMD took such action without first completing bargaining with the Union over the substance and/or the impact and implementation of the change while the matter was pending before the Federal Mediation and Conciliation Service - all in violation of section 7116(a)(1), (5) and (6) of the Statute.

Respondent's Amended Answer, dated August 11, 1989, denied the taking of such action, as aforesaid, as well as the commission of any unfair labor practices.

All parties were represented at the hearing. Each was afforded full opportunity to be heard, to adduce evidence, and to examine as well as cross-examine witnesses. Thereafter, briefs were filed which have been duly considered.

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

Findings of Fact

1. At all times material herein the Union has been, and still is, the exclusive bargaining representative of appropriate units of employees at Space Division, Los Angeles Air

Force Base, California and of employees at various Air Force Plant Representative offices at defense installations under the Air Force Contract Management Division.

2. The major command for the Space Systems Division and the Contract Management Division is the Air Force Systems Command. The Civilian Personnel Office services personnel for both Divisions.

3. Under date of March 29, 1978 an Air Force Regulation (AFR 30-27) was published entitled "SMOKING IN AIR FORCE FACILITIES." This regulation established procedures to control smoking in Air Force occupied buildings and prescribed certain areas where smoking was prohibited.

The aforesaid Regulation was modified by an interim message in July 1988 which restricted smoking where adequate space and ventilation was not provided for nonsmokers, and it prohibited smoking in certain areas.

4. A Memorandum of Agreement (MOA) was executed by both the Union and Respondent on November 5, 1987. Its express purpose was to reduce the exposure of nonsmokers to secondary smoke while allowing smokers to smoke in designated areas. Under the MOA smoking was permitted in private offices, corridors, lobbies, restaurants and restrooms if space and ventilation were adequate. The MOA also provided, inter alia, that both smoking and nonsmoking areas would be designated. Further, that the MOA could be renegotiated; that in the event of conflicts, the MOA, the Collective Bargaining Agreement (CBA) shall prevail.

5. In a memorandum dated March 9, 1988, Commander Bernard P. Randolph, advised all facilities within the Air Force Systems Command that a smoke-free workplace throughout this command must be created; that the norm would be nonsmoking; and that each commander would designate a limited smoking area.

6. Under date of April 8, 1988 Patricia A. M^CBride, Chief, Employee-Management and Labor Relations for Respondent, sent a memorandum to Gloria Hewett, President of the Union. M^CBride enclosed the March 9, 1988 memorandum from Commander Randolph, and she stated that based thereon, it appeared that the MOA of November 5, 1987 required renegotiation. Hewett was requested to provide proposals by April 22, 1988.

7. Hewett replied to Respondent's representative by letter of April 15, 1988. She advised M^CBride that the

Union saw no need to renegotiate the smoking policy; that if Respondent insists on renegotiations, the Union's proposal is the November 5, 1987 MOA.^{1/}

8. A revised AFR 30-27 (G.C. Exhibit 5b) was issued by the Headquarters, U.S. Air Force under date of July 19, 1988 which superseded the March 1978 AFR 30-27 and the Interim Message in July 1986. (Respondent's Exhibit 2).^{2/} The new regulation declared that nonsmoking is the acceptable organizational norm; that smoking was permitted only in designated areas which included outdoor areas, empty rooms and infrequently used hallways. It specified in Paragraph 3 areas where smoking was banned, such as work areas, corridors, lobbies and restrooms.

9. In a letter dated August 25, 1988 M^CBride enclosed the new July 19 Regulation. She stated that if the Union considered it to be a change in working conditions and desired to negotiate the impact and implementation^{3/} thereof, the letter constituted notification as well as a request for Union proposals. In any event, wrote M^CBride, the Union's comments were appreciated, and the proposals should be submitted by September 9, 1988. Further, the Union was advised that management would implement without considering Union input if no request to bargain is received by September 9, 1988.

10. The Union responded by letter of September 9, 1988 stating it deemed the provisions of AFR 30-27 (July 19, 1988) to be a change in working conditions and that it wished to negotiate. Attached to the letter was a Union proposal concerning the revised AFR 30-27 as follows:

^{1/} On May 3, 1988 the Union and Respondent signed a Memorandum of Agreement on Ground Rules for All Impact and Implementation Negotiations. (Resp. Exhibit 3). It provided for the submission to the Federal Service and Impasses Panel of all outstanding issues following mediation (FMCS) within ten (10) days after impasse.

^{2/} This Message modified certain provisions of the earlier AFR 30-27. It limited smoking as specified therein and emphasized discouraging smoking.

^{3/} Despite the Respondent's invitation to negotiate on impact and implementation, the various discussions and proposals by each party concerned the substance of the change itself of Respondent's smoking policy.

PARAGRAPH 3. POLICY ON SMOKING

This Paragraph does not apply to bargaining unit employees.

The negotiated procedure on smoking shall govern bargaining unit employees. (Underscoring supplied)

11. During a meeting on September 14, 1988 at which the Union and Respondent were negotiating other matters, the parties had their first discussion on the change in the smoking policy.^{4/} However, no proposals were made thereat.

12. At another meeting on September 21, 1988 the parties discussed the smoking policy. Verrett told Union Representative Hewett that the Union's submission of September 9 was not deemed a proposal. No other proposals were then exchanged.

13. The parties met again on October 12, 1988 at which time Respondent gave the Union a counterproposal^{5/} to implement the July 19, 1988 AFR 30-27.

14. At the next meeting between the parties on October 13, 1988 the Union submitted its counterproposal to Respondent. (G.C. Exhibit 8). It stated that this agreement would implement the negotiated provisions of the July 19, 1988 AFR 30-27; and that Paragraph 3 (Policy on Smoking)^{6/} of said Regulation would not apply to bargaining unit employees.

^{4/} Troy Verrett, Labor Relations Officer, and Attorney Robert Polinski represented Respondent. Gloria Hewett represented the Union. These individuals were the representatives for the respective parties at subsequent discussions or meetings.

^{5/} This counterproposal (G.C. Exhibit 7), as well as all subsequent counterproposals, are termed therein as an Agreement and entitled "Smoking In Air Force Occupied Buildings And Facilities."

^{6/} This Paragraph 3 of AFR 30-27 named the areas where smoking would not be permitted or when permitted under specified restrictions.

15. A fifth meeting took place on October 19, 1988. Verrett testified that the Union's position, as stated thereat, was that AFR 30-27 banned smoking, and the Union would not agree to any such language. Discussion thereat centered on Paragraph 3 of the 1988 AFR 30-27, and the parties went over each item. Verrett's testimony reflects that the Union agreed smoking should be banned in certain areas as auditoriums and shuttle vehicles.

16. A meeting was thereafter held on November 30, 1988 at which time management submitted another counterproposal. (G.C. Exhibit 9). Verrett testified that management attempted to address the concerns of the Union expressed at the previous meeting. Respondent's proposal recited that the agreement was not intended to conflict with AFR 30-27.^{7/}

17. The next meeting between the parties was held on January 18, 1989.^{8/} The Union agreed to sign off on seven of the thirteen proposals in management's November 30, 1988 proposal. Verrett testified Respondent did not sign off because it wanted to establish the parameters of the negotiations, and those seven proposals were items already agreed to in principle. Further, that management was concerned about the Union's prior proposal stating that it was intended to implement the negotiated provisions of AFR 30-27; that the Union representative said this meant that once a negotiated agreement on smoking was negotiated, the July 19, 1988 AFR 30-27 would no longer apply. Verrett testified he considered there was an impasse since the Union would not accept Respondent's basic position that the Regulation did not ban smoking.

18. On January 19 Verrett called the Federal Mediation and Conciliation Service for a mediator "to get past the impasse."

19. A meeting was held on February 1, by the parties with Mediator Tom Cannon in attendance. The meeting lasted four to five hours. Hewett testified she told Cannon the Union agreed to sign off on 51% of management's proposals, but the Respondent would not sign. Verrett testified that, when asked by Cannon to submit a counterproposal to

^{7/} This was a change from management's earlier proposal which stated it was an agreement to implement AFR 30-27.

^{8/} Unless otherwise specified, all dates hereinafter mentioned occurred in 1989.

Respondent's November 30 proposal, the Union replied that its October 13, 1988 proposal was a counterproposal. Further, that the Union argued that anything the parties negotiated would conflict with AFR 30-27, and the parties were not there to negotiate that Regulation. Verrett also testified that Cannon told him after the session that he would not return as it would be futile, and that his recommendation was to declare an impasse.

20. The next meeting occurred on February 8 with no mediator present. Verrett handed Hewett a copy of a letter dated February 3, 1989 addressed to her but which she had not received. (G.C. Exhibit 12). In this letter Verrett requested the Union to submit counterproposals by the next scheduled meeting - February 9 - and address the Union's concerns with management's November 30, 1988 counterproposal. Further, Verrett stated management does not agree that any negotiated agreement on smoking would conflict with AFR 30-27, and is willing to negotiate within its parameters. No other discussions were held at this meeting which was very brief.

Later in the day on February 8 Hewett hand-delivered a letter and a Union counterproposal to Verrett. (G.C. Exhibits 13 and 14 respectively). She stated in the letter that the Union did not contend that anything the parties negotiated would conflict with AFR 30-27; that the negotiated agreement of November 5, 1987 may so conflict; and that if management's intention is to ban smoking, there is a conflict.

21. Verrett testified the February 8 counterproposal contained the same provisions essentially as the October 13, 1988 proposal by the Union; that the Union continued to insist the Regulation would no longer apply once an agreement re smoking is negotiated; that a stalemate still existed with respect to Paragraphs 5, 8, 9, 10, 11, 12 and 13 of this latest proposal by the Union.^{9/}

22. The parties met again on February 15, and management submitted a written counterproposal (G.C. Exhibit 16).

^{9/} Hewett was given a copy of a letter dated February 7, for distribution by the Agency's Space Division re its smoking policy, to be implemented for non-bargaining unit employees on March 1, 1989. Bargaining unit employees would be governed by the November 9, 1987 MOA until a change is effectuated.

The Union, referring to the Space Division letter of February 7, said Respondent evinced an intention to ban smoking. Further, the Union insisted AFR 30-27 would ban smoking in buildings and it would not agree to such a ban. Verrett disagreed and declared the parties were at an impasse.

23. A letter dated February 17 was delivered by management to the Union on February 24, together with a summary of events and negotiations. In the letter Verrett stated, inter alia, that while the Union's proposals were not totally unacceptable, management would not accept the Union's position that AFR 30-27 not apply once the negotiated provisions are agreed to by the parties. Since the issue of resolving the basic parameters of the policy before discussing the balance of the issue was not resolved, Verrett stated Respondent would implement AFR 30-27 on March 1.

24. The new smoking policy, set forth in July 19, 1988 AFR 30-27, was implemented at Respondent Space Division on March 1, 1989 and made applicable to those bargaining unit employees.

25. On February 24 Union Representative Hewett called FMCS, and FMCS assigned Frank Allen to mediate with the parties. Prior to March 1, 1989 Mediator Allen called Verrett and Respondent agreed to meet again. The parties met with Allen on March 1 and stated their positions. The mediator asked the Union to prepare a counterproposal by the end of that day.

26. Both parties met with Allen again on March 22 at which time the Union submitted a counterproposal. (G.C. Exhibit 21). They went over the Union's proposals of February 8 and management's proposals of February 15. Items agreed upon and those disputed were noted by the parties.

27. On April 4 Respondent gave the Union a counterproposal on a particular provision as well as its position re a particular Union proposal. (G.C. Exhibit 20).

28. On April 5 the parties met with Mediator Allen again. Both the Union and Respondent initialed off on five of the Union's March 22 proposals. (G.C. Exhibit 21). On April 12 both the Union and Respondent met at which time they initialed off on two more proposals, one of which was a reworded earlier proposal.

29. Allen met with both parties on June 14, and they went over proposals to see which ones were either close to agreement or could be agreed to by the parties. The mediator suggested they attend an FMCS training session which the parties agreed to do. No such sessions were attended by them.

30. The last meeting occurred on June 22 and Mediator Allen was present. The Union submitted a counterproposal.^{10/} Management gave its position on each item. Allen asked the Union to see if it could agree to them. He stated no further meeting would be called until the Union agreed to management's final position. No other meetings were held.

31. A memorandum from Anthony P. Dattilo, Major, USAF Staff Judge Advocate, dated March 21, (G.C. Exhibit 22), states that AFR 30-27 now applies to all military and civilian employees. The various detachments of Plant Representative offices were the recipients of the memorandum. They were informed therein that implementation of the Regulation may proceed regardless of the contractor's current smoking policy.

The parties stipulated at the hearing that the Regulation was implemented at the Plant Representative offices as follows:

- a) at TRW (DET 46) on May 1, 1989
- b) at Hughes (DET 36) on May 1, 1989
- c) at Northrup (DET 37) on May 16, 1989
- d) at Rocketdyne - Canoga Park (DET 12) on March 1, 1989^{11/}

Conclusions

The issue for determination herein is whether the new smoking policy, as a changed working condition, was implemented at Respondent's Space Division and at the Air Force Plant Representative offices of the Air Force Contract

^{10/} This counterproposal was not introduced in evidence at the hearing.

^{11/} In view of Dattilo's March 21 memo, this appears to be a typographical error.

Management Division without completing bargaining thereon with the Union.

Respondent take the position that the parties reached an impasse prior to March 1, 1989 after continual negotiations; that the Union did not submit the matter to the Federal Service Impasses Panel although it had a reasonable opportunity to do so; and that the new no-smoking policy was implemented after an impasse had been reached. It adverts to the many bargaining sessions between the parties, as well as the various proposals and counterproposals by each party, and avers that Respondent did bargain in good faith before implementing the policy at both divisions.

General Counsel, in contending otherwise, insists that no impasse was reached by the parties. It maintains the parties had not completed bargaining and Respondent's action amounted to a unilateral change in the smoking policy which demonstrated bad faith bargaining. Further, it is contended that the change was effected at a time when the parties were before the Federal Mediation and Conciliation Service (FMCS); that Respondent was obligated to maintain the status quo, and its failure to do so was violative of the Statute.

The Authority has held, and it is not in dispute, that implementation of an agency's smoking policy concerns a condition of employment. Further, such a policy is a negotiable one. Department of Health and Human Services, Public Health Service Health Resources and Services Administration, et al., 31 FLRA 498. Therefore, unless an impasse was reached herein, it may well be concluded that Respondent did not fulfill its bargaining obligation under the Statute.

Whether an impasse exists after negotiations may be difficult to determine, particularly in view of protracted discussions between parties as well as the exchange of various proposals and counterproposals. Section 2470.2(e) of the Authority's Rules and Regulations, states as follows:

The term "impasse" means that point in the negotiation of conditions of employment at which the parties are unable to reach agreement, notwithstanding their efforts to do so by direct negotiations and by the use of mediation or other voluntary arrangements for settlement.

While not much amplification of the term "impasse" appears in the public sector case law, the Authority has declared

that an impasse is that point in negotiations at which the parties are unable to reach agreement. Department of Defense, Department of the Navy, Naval Ordnance Station, Louisville, Kentucky, 17 FLRA 896. Since the parties herein disagree on whether an impasse was reached during negotiations, attention must be directed to their course of conduct since the inception of their negotiations.

At the outset the parties were polarized as to their respective positions concerning a smoking policy. The Union was content with its contractual agreement in this regard (MOA), whereas Respondent desired to implement the July 19, 1988 AFR 30-27 policy which constituted a change in conditions. While the MOA did not restrict smoking in private offices, corridors, lobbies and restrooms if adequate space and ventilation were present, the new AFR 30-27 set forth specific areas where smoking was prohibited, and included restrictions on smoking in those areas where it was permitted by the MOA.

Tracking the correspondence and negotiations between the parties, the record reflects that both parties modified their original views to some extent. Initially the Union's counterproposals provided that any agreement on smoking not apply to bargaining unit employees. That proviso was dropped in its subsequent proposals. In its first proposed agreement of October 12, 1988 Respondent provided that it was to implement the provisions of AFR 30-27 (July 19, 1988). Later it modified this proposal to state, in its November 30, 1988 counterproposal, that the latter was not intended to conflict with the Regulation. After several months of discussions the Union agreed on January 18 to seven of the twelve provisions of the agreement proposed by Respondent. Despite the intercession by Mediator Cannon on February 1 who was unable to resolve the dispute, as well as negotiations and the submission by each party of another counterproposal, the Respondent declared an impasse on February 15 and repeated it in a letter to the Union which was dated February 17 but delivered on February 24. Prior to the implementation of AFR 30-27 at the Space Division on March 1, a new mediator, Frank Allen, was assigned to mediate the dispute and he arranged beforehand with both parties to meet on March 1. At that date the parties met with the mediator and went over their positions.

Although it is true that as of March 1 the parties had not agreed on all terms of management's latest counterproposal submitted on February 15, I am not persuaded that the parties had reached an impasse in negotiations. On

January 18 the Union agreed to seven of Respondent's thirteen terms set forth in its November 30, 1988 counterproposal. Management continued its refusal to sign off on any proposals, as well as expressing doubts concerning the reaching of an agreement, based on its persistent statement that it wanted to establish parameters beforehand. It predicated this position on the recitation by the Union in its counterproposal that such agreement was "to implement the negotiated provisions of AFR 30-27 (19 July 1988)." (Underscoring supplied). Respondent continued to state that, in its view, the Union was taking the position it would not agree to any agreement that banned smoking, and that the MOA must prevail.

Nevertheless, the record does not support a refusal by the Union to agree that smoking be banned in any area. While it continued to propose that smoking be allowed in private offices, corridors, lobbies and restrooms if space and ventilation proved adequate, its February 8 counterproposal was designed to establish areas for smoking where ventilation systems and air flow patterns would be adequate. The Union notified Respondent on February 8 that it didn't contend that any negotiated agreement would conflict with the Regulation; that the MOA might be in conflict if management intended to ban smoking.

The inability of the parties to sign an agreement by March 1 stems from the belief each held as to the intentions of the other party. Thus, the Union believed that management intended to ban smoking at the Base, whereas Respondent felt that the Union would not agree to any provisions of AFR 30-27 and wanted to abide by the MOA. However, the bargaining with respect to the counterproposals does not warrant the conclusion that an impasse in negotiations occurred. Thus, the parties were still before the FMCS on March 1. Mediator Allen had arranged in February for them to continue mediations. Further, each had continued to discuss counterproposals made by the other, and the record does not reflect particular disagreements as to the terms or an unwillingness to modify them. Both the Union and Respondent agreed to meet and bargain on and after March 1. They pursued negotiations and exchanged counterproposals after March 1. While Respondent attaches no significance to the fact that each party signed off on seven of the Union's proposals by April 12, such action serves to belie the conclusion that an impasse was reached on March 1. Accordingly, I conclude that the parties had not reached an impasse on March 1; that the implementation of AFR 30-27 at

Space Division was effected before good faith bargaining had been completed and was violative of the Statute.^{12/}

Negotiations between the parties subsequent to March 1 also negate the conclusions that the parties were at an impasse when Respondent implemented AFR 30-27 in May at the Plant Representative offices of the Air Force Contract Management Division. The parties continued to meet with Mediator Allen on March 22, April 5, June 14 and June 22. On April 5 they initialed off on five of the Union's counter-proposals submitted on March 22, and they did the same with respect to two more of those counterproposals on April 12. Record facts show that the Union and Respondent continued to meet after the new smoking policy was put in effect at the Plant Representative offices. Thus, although this policy was implemented thereat in May, the parties met with Mediator Allen twice in June and went over the proposals.

The foregoing convinces me that the parties had not completed bargaining at the time the new policy was put into effect at these offices. They met with the mediator even subsequent to implementation,^{13/} and the record merely discloses that they went over the terms which were agreeable and those in dispute. It does not reflect that no further negotiations would be productive, nor does it indicate the position of the parties on provisions which were in dispute. I conclude that an impasse had not been reached when the no smoking policy of AFR 30-27 (July 19, 1988) was implemented in May 1989 at the Plant Representative offices, and that the failure to complete bargaining by Respondent was violative of section 7116(a)(1) and (5) of the Statute.

Having concluded that Respondent violated section 7116(a)(1) and (5) of the Statute by unilaterally changing its smoking policy without completing bargaining thereon, it is recommended that the Authority issue the following Order:

^{12/} Having concluded that no real impasse had been reached before March 1, I consider it unnecessary to determine whether Respondent's notification of an impasse to the Union on February 27 afforded a reasonable time to the Union to seek the assistance of the Federal Service Impasses Panel.

^{13/} In view of my ultimate conclusions herein, I find it unnecessary to decide, as General Counsel contends, that Respondent violated section 7116(a)(1), (5) and (6) of the Statute, by implementing its new no-smoking policy while the matter was pending before the FMCS.

ORDER

Pursuant to section 2423.29 of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Statute, it is hereby ordered that the Department of the Air Force, Space Division, Los Angeles Air Force Base, California and Air Force Contract Management Division, shall:

1. Cease and desist from:

(a) Unilaterally changing working conditions of bargaining unit employees regarding its smoking policy without first completing bargaining with the American Federation of Government Employees, Local 2429, AFL-CIO, the exclusive representative of its employees, concerning such change.

(b) 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 action in order to effectuate the purposes and policies of the Federal Service Labor-Management Relations Statute:

(a) Upon request by the American Federation of Government Employees, Local 2429, AFL-CIO, the exclusive representative of its employees, rescind the new smoking policy, AFR 30-27 (July 19, 1988) implemented at the Space Division, Los Angeles Air Force Base, California and at the Air Force Plant Representative offices, Air Force Contract Management Division, and restore the prior smoking policy which was in existence at such locations.

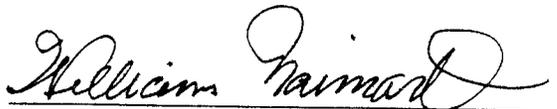
(b) Notify the American Federation of Government Employees, Local 2429, AFL-CIO, the exclusive representative of its employees, of any intention to change its smoking policy and bargain with it concerning such change.

(c) Post at its facilities at the Space Division, Los Angeles Air Force Base, California and at its Air Force Plant Representative offices, Air Force Contract Management Division, 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 Commander of the Air Force Systems Command 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. Reasonable

steps shall be taken to insure that such Notices are not altered, defaced, or covered by any other material.

(d) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, Region 8, Federal Labor Relations Authority, 350 S. Figueroa Street, Room 370, Los Angeles, CA 90071, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

Issued, Washington, D.C., June 27, 1990.

A handwritten signature in cursive script, reading "William Naimark". The signature is written in dark ink and is positioned above a horizontal line.

WILLIAM NAIMARK
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 working conditions of bargaining unit employees regarding our smoking policy without first completing bargaining with the American Federation of Government Employees, Local 2429, AFL-CIO, the exclusive representative of our employees, concerning 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 by the American Federation of Government Employees, Local 2429, AFL-CIO, the exclusive representative of our employees, rescind the new smoking policy, AFR 30-27 (July 19, 1988) implemented at the Space Division, Los Angeles Air Force Base, California and at the Air Force Plant Representative offices, Air Force Contract Management Division, and restore the prior smoking policy which was in existence at such locations.

WE WILL notify the American Federation of Government Employees, Local 2429, AFL-CIO, the exclusive representative of our employees, of any intention to change our smoking policy and bargain with it concerning such change.

(Activity)

Dated: _____ 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, Region 8, whose address is: Federal Labor Relations Authority, 350 S. Figueroa Street, Room 370, Los Angeles, CA 90071, and whose telephone number is: (213) 894-3805.