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

MARINE CORPS LOGISTICS BASE, BARSTOW, CALIFORNIA Respondent and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1482, AFL-CIO Charging Party	Case No. 8-CA-90328

Major Mark W. Rogers and
William M. Petty, Esq.
For the Respondent

Mr. Dale Boyce
For the Charging Party

Matthew L. Jarvinen, Esq.
For the General Counsel

Before: SALVATORE J. ARRIGO
Administrative Law Judge

DECISION

Statement of the Case

This case arose 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. (herein the Statute).

Upon an unfair labor practice charge having been filed by the captioned Charging Party (herein the Union) against the captioned Respondent, the General Counsel of the Federal Labor Relations Authority (herein the Authority), by the Regional Director for Region VIII, issued a Complaint and Notice of Hearing alleging Respondent violated the Statute by unilaterally changing conditions of employment when it allegedly detailed unit employees into Cost Work Center 732

and reassigned work from Cost Work Center 732 into Cost Work Center 736 without first notifying the Union and affording it the opportunity to negotiate over the impact and implementation of such changes.

A hearing on the Complaint was conducted in Barstow, California at which all parties were represented and afforded full opportunity to adduce evidence, call, examine and cross-examine witnesses and argue orally. Briefs were filed by Respondent and the General Counsel and have been carefully considered.1/

Upon the entire record in this case, my observation of the witnesses and their demeanor and from my evaluation of the evidence, I make the following:

Findings of Fact

At all times material the American Federation of Government Employees, AFL-CIO (herein AFGE) has been the exclusive representative of various employees of Respondent. The Union (Local 1482) is an agent of AFGE with regard to representing unit employees at Barstow. Since April 27, 1985 unit employees have been covered by a nationwide collective bargaining agreement, the Master Labor Agreement (MLA), between the U.S. Marine Corps and AFGE.

The Marine Corps Logistics Base facility in Barstow, California (MCLB) includes a Repair Division. The Repair Division is predominantly housed in Building 573, a large warehouse-type building, and employs approximately 800 to 900 of the Union's 1800 bargaining unit employees at the MCLB. Within the Repair Division are seven Control Centers each consisting of two to six Cost Work Centers. Control Center 30B has four Cost Work Centers: 732, 733, 736, and 738. Employees in Cost Work Center (CWC) 732, also known as the Cable Shop, perform duties which include the fabrication, repair and modification of cables and cable harness assemblies used in military vehicles. CWC 733 is an electronics shop with responsibility for air conditioning and refrigeration. CWC 736 is a communications electronics shop which rebuilds, refurbishes, repairs and otherwise troubleshoots AM, UHF and microwave radios. CWC 738, another radio shop, performs similar duties with FM radios.

1/ Counsel for the General Counsel's unopposed motion to correct the transcript is hereby granted.

The CWC 736 work area is a clean and quiet two-story area blocked off from the rest of Building 573. Because CWC 736 works on radios, the area is environmentally controlled with air conditioning in the summer and heat in the winter. The radio work done by CWC 736 employees is done almost entirely in the CWC 736 shop at work benches where primarily Electronics Mechanics (WG-11) have access to their own work stations and tools. The only work normally performed by CWC 736 employees outside the CWC 736 workshop is in connection with the TRC-97, a radio unit mounted on a truck, where employees unload the radio component to be worked on in the shop and later reload the unit back onto the truck during times when TRC-97s receive their periodic servicing.

Production requirements in the Repair Division are dictated by a master work schedule issued by Marine Corps Headquarters and by "shipment" jobs. Master work schedule tasks are generally of a routine nature while shipment jobs are high priority assignments which sometime arise with little notice and must be completed quickly.

Flexibility in the reassignment of work and/or employees is considered important to meet production schedules. Thus, if one Cost Work Center is overloaded or underloaded with work, staffing and workload requirements are scrutinized and adjustments will be made to ensure that employees have adequate work and the continuation of production. Adjustments are made by moving work assignments from one Cost Work Center to another or by detailing employees from one Cost Work Center to another. At least since 1981 such adjustments have been made frequently on virtually a daily basis without notice of such action being given to the Union.

Management at the Barstow Base was aware by January 1989 that, due to anticipated workload and manpower availability, CWC 732 would soon be overloaded with work and CWC 736 would have insufficient work for its employees and therefore adjustments would have to be made in those Cost Centers regarding transferring employees and/or work. Accordingly, on or about February 2, without notice to the Union, management detailed four unit employees from various Cost Work Centers to CWC 732 to perform work on the "P-7," a military landing craft.2/ The work consisted of removing, cleaning and reinstalling radio mounts and communication

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2/ The P-7 is also called an Amphibious Assault Vehicle (AAV).

cables in the vehicles. The mounts and cables were then taken to the CWC 736 radio shop where they were repaired or replaced by Electronics Mechanics, Wage Grade(WG) 11, and then returned to the P-7s to be reinstalled. P-7 cable and mount work was normally performed in CWC 732 by WG-7 employees. The detail lasted two months for three employees. However, one employee continued his detail at least through October 1989. One employee so detailed was a WG-10 Sheet Metal Mechanic from CWC 745 and another employee was a Heavy Mobile Equipment Mechanic, WG-8, from CWC 744 (Sheet Metal).[3/] None of the detailed employees had previously performed the duties they were assigned on P-7s nor did their job descriptions include such work.

On March 16, 1989, CWC 736 Supervisor Leo Luna met with CWC 736 employees and announced that in order to alleviate the work overload problem in CWC 732, the P-7 radio mount and cable rewiring work on that vehicle was to be temporarily transferred to CWC 736 for 30 to 90 days while additional employees were detailed to CWC 732. The transfer of work was to begin "almost immediately." The meeting was attended by Dale Boyce, President of Local 1482. It was at this meeting that the Union first became aware that the workload problem also involved detailing some employees to CWC 732 for work on the P-7s.

By letter dated March 17, 1989, Union President Boyce sent Respondent a demand to bargain stating:

> "1. I was advised by Mr. Luna, Supervisor CWC 736, that he was going to have a meeting with his shop employees at 0900 on 16 March 1989. I attended this meeting and the subject was the reassignment of CWC 732 work to CWC 736 and the sending of some of their people to do CWC 732 work on the production lines. Later I was advised by a steward that an employee or employees were being reassigned out of other shops into CWC 732.
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> 2. This is to advise you that AFGE Local 1482 elects to negotiate over the impact and implementation of this change and the notification, or lack of it, to the Local . . . ."

3/ A third employee on detail was also from CWC 744.

The transfer of P-7 work began on or about March 20, 1989 with CWC 736 Electronics Mechanics performing mount and cable work on the P-7s in addition to their normal duties. The work transfer of P-7 mount and cable work to CWC 736 continued at least through October 1989 and all of the approximately 12 CWC 736 employees in that unit have performed some P-7 work for varying amounts of time.4/

On April 13, 1989 Respondent notified the Union it was rejecting its demand to bargain, stating:

> "1. After reviewing your request and investigating the circumstances you identified in the reference, I found no evidence of a reorganization in CWC 732 or 736. There has been a rotation of employees to accomplish heavy work load in CWC 732 and some work has been transferred to CWC 736. However, this does not constitute a reorganization, only a management decision to assign work.
>
> 2. As in the past, you will be given the opportunity to I&I if a reorganization were to occur in CC 30B or any other control center."

As stated above, employees in Respondent's Repair Division are frequently detailed and work is regularly transferred from one Cost Work Center to another to meet the problem of imbalance in work loads without prior notification being given to the Union. However, details are normally for 29 days or less. Although the Union has been aware of such details and transfers, in the past it has not demanded prior notification on bargaining when such situations arose.5/

4/ One CWC 736 employee estimated he spent about 20 percent of his time on P-7 work and another employee estimated he spent approximately 50 to 60 percent of his time on this work.

5/ On one occasion when a shop was reorganized due to closing down work on rebuilding M-60 tanks, management notified and bargained with the Union on the matter.

The work inside the P-7s of removing, cleaning and reinstalling mounts and communications cables does not appear to be particularly complex. Rather simple tools and a cleaning agent are used in the work. However, such work is substantially different from the usual duties normally performed by CWC 736 Electronics Mechanics and a majority of those employees detailed to CWC 732 to work on the P-7s, although CWC 736 Electronics Mechanics worked with similar communications cables while repairing radios. Further, the vast majority of CWC 736 Electronics Mechanics' regular work was usually performed inside the environmentally controlled shop but, with the addition of the P-7 work, Electronics Mechanics now perform a significant amount of their work on the P-7s outside the shop in an outdoor environment.

The detail and transfer also gave rise to certain administrative problems. Thus, the detail created some confusion as to which shop would be responsible for some employees' time and attendance and at least one employee doing full time cable work had problems being evaluated since cable work was not mentioned as one of his job elements in his job description.

Union President Boyce testified that, with regard to the details into CWC 732, as Union President he was concerned with such matters as to which supervisor the detail employee reported for administrative matters and the source of working equipment and instruction for the new work. Boyce also testified that regarding the transfer of work to CWC 736 his concerns as Union President included matters of proper training, equipment, clothing and employee evaluations and appraisals.

The Master Labor Agreement contains, inter alia, the following provisions which Respondent suggests support its arguments:

Article 5: Local Supplemental Agreements

Section 1 All existing collective bargaining agreements between activities and local unions will become null and void on the effective date of this agreement. Past practices pertaining to personnel policies, practices, and working conditions in operation on the effective date of this agreement will continue if they comply with applicable law and regulations and they have not been altered or addressed by this MLA.

Article 16: Details and Temporary Promotions

Section 1 A detail is a temporary assignment of an employee to a different position (or set of duties) for a specified period with the employee normally returning to his or her regular duties at the end of the detail. Details are intended for meeting temporary needs of an organization when necessary services cannot be obtained by other desirable or practical means.

Section 2 Employees may be detailed to a different position at the same grade level, a higher grade level or a lower grade level; or to a set of duties which have not been classified. OPM and agency directives and the MLA shall apply to detail assignments.

Section 3 Details of more than 30 consecutive days to a position of a different title, series and grade must be documented on an SF-50 and recorded in the employee's Official Personnel Folder (OPF). Details of less than 30 days will be documented by the supervisor and provided to the employee. The employee may submit an SF-172, Amendment to Personal Qualifications Statement, to be included in their OPF.

Section 4 When it is known in advance that a temporary assignment of a unit employee to a position within the unit classified at a higher grade will extend for more than 30 days, the employee, if qualified, shall be temporarily promoted for the period of the assignment. If during the course of an employee's detail to a higher graded position, it becomes apparent that the temporary requirement to fill the position will extend beyond 30 days, management will determine whether to terminate the detail and fill the position through other means or to allow the detailed employee to continue in the assignment. If it is decided that the detailed employee should continue in the position, he or she will be temporarily promoted effective on the 31st day of the assignment.

Section 5 Extended details during major reorganizations may be an exception to the policy of this Article provided the details are accomplished in accordance with OPM and agency regulations.

Section 6 Temporary promotions in excess of 120 days shall be made under competitive merit staffing procedures. Prior service under all temporary promotions or details to higher graded positions within the preceding 12 months is included in the determination of the 120 day limitation. Details to higher graded positions and temporary promotions of 120 days or less need not be filled through competitive procedures. When competition procedures are not used, management shall give careful consideration to rotating the temporary assignment among those employees with the necessary skills and abilities. Noncompetitive details and temporary promotions will be assigned fairly and equitably.

Section 7 Employees who are temporarily detailed or promoted will be permitted to retain dues deduction.

Article 13 sets forth a grievance procedure to resolve "any matter involving the interpretation or application of this MLA, supplemental agreements, MOU's or any matter involving the application of rules and regulations, personnel policies, practices and other matters affecting working conditions."

Article 23 is entitled "Health, Safety and Environmental" and refers to the activity furnishing necessary protective clothing and equipment. Article 29 is captioned "training and Employee Development and Article 31, Section 3a (c) provides for the establishment of performance elements and standards for employees on extended temporary assignments/appointments of over 120 days.

Ultimate Findings, Discussion and Conclusions

The General Counsel contends Respondent's detailing four unit employees to CWC 732 in February 1989 and subsequent transferring P-7 cable and mount work from CWC 732 to CWC 736 involved changes in conditions of employment over which Respondent was obligated to provide the Union with adequate notice and an opportunity to bargain which it failed to do thereby violating section 7116(a)(1) and (5) of the Statute.

Respondent denies any violation of the Statute contending, with regard to the details of employees to CWC 732, it satisfied its bargaining obligation in that: the matter was "covered by" or "contained in" the collective bargaining agreement; the agreement contains a "zipper

clause" preserving management's right to detail employees consistent with past practice; and the Union was obligated to bargain on the impact and implementation of details when negotiating the collective bargaining agreement since it had the opportunity to do so at that time. As to transferring cable work to CWC 736 from CWC 732, Respondent contends: the reassignment was "covered by" the negotiated agreement; the assignment of cable work to CWC 736 did not constitute a change in employee's conditions of employment, and the reassignment did not have effects greater than de minimis.

With regard to the details, the record reveals three employees worked in CWC 732 for about two months and one employee's detail lasted far longer. The work performed was substantially different from that performed in the shops from which the employees came and was usually performed by lower graded employees.

As to the reassignment of P-7 work from CWC 732 to CWC 736, the facts disclose the transferred work was a significant part of CWC 736 employees' workload, was considerably different from what CWC employees normally performed, involved a substantial change in job conditions from an environmentally controlled shop to virtually outdoor work and has now existed for a considerable period of time. In these circumstances I find and conclude the detail of four employees to CWC 732 to perform mount and cable work on P-7s and the transfer of the P-7 work to CWC 736 constituted a change in unit employee's conditions of employment.

In Department of Health and Human Services, Social Security Administration, 24 FLRA 403 (1986), the Authority stated that in determining whether a change in conditions of employment requires bargaining it would evaluate the particular facts and circumstances of the case with principal emphasis being placed on such general areas as the nature and extent of the effect or reasonably foreseeable effect of the change on conditions of employment of bargaining unit employees. Applying the standard stated in Social Security Administration to the facts of this case I find and conclude the effect of the changes herein on employees' conditions of employment was greater than de minimis. Thus the transfer of work, and the details, were for a substantial period of time, involved a significant change in work duties and location of work. See Department of Health and Human Services, Family Support Administration, 30 FLRA 346 (1987).

Respondent argues that the detail of employees and transfer of work were matters "covered by" the collective bargaining agreement and Respondent therefore satisfied its bargaining obligation and should not be required to negotiate further on the subjects. Counsel for Respondent urges that the Authority abandon its approach of evaluating situations as herein by determining whether the terms of the collective bargaining agreement contains a waiver of the representative's right to bargain on the matter and adopt the private sector approach which, he suggests, would foster a more stable labor-management relations climate. Counsel for Respondent contends that in the private sector under the National Labor Relations Act, if a subject matter is "contained in" or "covered by" the terms of a contract, an employer may act on the matter without further bargaining with the union. Counsel however interprets private sector law to hold that virtually the mere mention or a cursory treatment of the matter in the agreement indicates the parties had the opportunity to negotiate on the subject and the union thereby is thereafter precluded from negotiating on the matter during the term of the agreement.

Although I do not agree with counsel for Respondent's analysis of the private sector law on this subject, I need not attempt to refute Counsel's position.6/ I am constrained

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6/ Indeed, examining the NLRB cases cited by Respondent reveals the NLRB requires that contract language relied on to support a refusal to bargain be tantamount to a clear and unmistakable waiver. Thus, for example, in Island Creek Coal Company, 289 NLRB No. 121 (1988), 129 LRRM 1244, the Board found the parties "agreed specifically" on their respective rights and duties concerning subcontracting since the collective bargaining agreement contained "detailed provisions" concerning subcontracting and the "circumstances and conditions" under which subcontracting will be permitted; in Cardinal Systems, A Division Of Hospitality Motor Inns, Inc., 259 NLRB 456 (1981), the Board agreed that the employer's reduction of employees' work hours "clearly" fell within the scope of the contractual management rights clause which specifically reserved to management such matters as scheduling operations and employees and the layoff of employees and contained a specific contract clause dealing with the required workweek and workday which "clearly" vested management with the right to make the reduction at issue; in Laredo Packing Company, 254 NLRB 1 (1981), the Board agreed that the union waived

(footnote continued)

to follow the Authority's interpretation of the Statute, and applicable law governing the situation herein is clear. In Internal Revenue Service, 29 FLRA 162 (1987), the Authority held that under the Statute an employer must negotiate on a midterm change in a condition of employment unless the matter is covered by or addressed in the parties' agreement, or the union clearly and unmistakably waived its right to bargain. The Authority went on to hold that a clear and unmistakable waiver of bargaining rights may be established by (1) express agreement, or (2) bargaining history. The Authority further stated:

> As to the first category of waiver, a union may contractually agree to waive its right to initiate bargaining in general by a "zipper clause", that is, a clause intended to waive the obligation to bargain during the term of the agreement on matters not contained in the agreement. Or, a union may waive its right to initiate bargaining over a particular subject matter. In determining whether a contract provision constitutes a clear and unmistakable waiver of the union's right to initiate bargaining, we will examine the wording of the provision as well as other relevant provisions of the contract, bargaining history, and past practice.

6/ (footnote continued)

its right to bargain on the temporary discontinuance of one of its operations under the terms of a management rights clause which "clearly and unequivocally conferred on management the right to unilaterally discontinue the operation," where the clause gave management the exclusive right to, among other things, "abolish or change existing operations . . . decrease operations . . . determine the extent to which the plant will operate . . . determine the methods of operations . . . (and the) . . . exclusive prerogative (to) layoff employees because of legitimate reasons"; and in Winn Dixie Stores, Inc., 224 NLRB 1418 (1976), the Board agreed that the employer's unilateral elimination of Sunday work and the addition and elimination of certain shifts fell within the "specific" language of the collective bargaining agreement which gave management "the right to establish . . . starting times . . . increase or decrease the number of jobs . . . or shift any of the (specific functions) . . . (or) increase or decease the number of working hours per day or per week. . .."; Compare, Missouri National Guard, Office of the Adjutant General, Jefferson City, Missouri, 31 FLRA 1244 (1988).

> The second category of waiver, clear and unmistakable waiver as evidenced by bargaining history, concerns subject matters which were discussed in contract negotiations but which were not specifically covered in the resulting contract. In this category, waiver may be found, based on a case-by-case analysis of the facts and circumstances of each case, where the subject matter of the proposal offered by the union during mid-term negotiations was fully discussed and explored by the parties at the bargaining table. . . . The particular words of proposals offered during contract and mid-term negotiations need not be identical for a waiver to exist. On the other hand, the fact that a mid-term proposal may relate to a general subject area covered in a collective bargaining agreement will not relieve an agency of its obligation to bargain. Rather, the determinative factor is whether the particular subject matter of the proposals offered during contract and mid-term negotiations is the same.

Subsequently, in U.S. Army Corps of Engineers, Kansas City District, Kansas City, Missouri, 31 FLRA 1231 (1988), the Authority treated the question of whether a matter was "covered" by provisions in an agreement thereby releasing a party of the obligation to bargain on the matter. In Army Corps Engineers, the employer argued that provisions in the parties' agreement covered the subject matter of the union's bargaining request.7/ The Authority reviewed the contract provisions relied on by the employer and concluded that while the provisions addressed the "same general subject area" as the subject of the Union's bargaining request, the provisions did not address the "particular subject matter" of the request. The Authority indicated that in determining whether the matter raised by the union was covered by the contract provisions relied on by the employer, it would apply the same standard that it applied in Internal Revenue Service, supra, when it determined whether a waiver by bargaining history has been established.

7/ The Union sought to bargain about procedures used to rate certain unit employees.

Accordingly, having examined the sections of the parties' collective bargaining agreement referred to by Respondent, I conclude the agreement does not cover matters concerning the impact and implementation of the detail of employees to CWC 732 to perform mount and cable work on P-7s or the transfer of P-7 work to CWC 736. Thus, there is no testimony in the record regarding the negotiations giving rise to the current collective bargaining agreement. While Article 16 of the agreement refers to details of employees and indeed may treat some aspects of implementation of details, a wide range of matters of impact and implementation are not treated and Respondent, by refusing to bargain with the Union on the matter, precluded the Union from making proposals on implementation which could be evaluated against the existing contractual terms to test whether they were covered by the agreement. Further the agreement does not specifically address the transfer of work and matters concerning the impact and implementation of such action. In sum, neither an examination of the agreement nor the record herein supports the existance of a clear and unmistakable waiver by the Union of its right to bargain on the impact and implementation of the detail of employees and transfer of work in question. Cf. Missouri National Guard, Office of the Adjutant General, Jefferson City, Missouri, supra.

Respondent alternatively contends Article 5, Section 1 of the MLA, above, which essentially provides that past practices pertaining to personnel policies, practices and working conditions in operation on the effective date of the agreement will continue in effect, constitutes a "zipper clause" relieving management from any obligation to notify and bargain with the Union on employee details. Respondent argues that a past practice of effectuating details without notification to and bargaining with the Union had existed and its current conduct was consistent with that past practice.

The Union first received notice of the details approximately two weeks after they had been put into effect and first received notice of the transfer of work virtually simultaneously with the transfer. Such "notice" did not provide the collective bargaining representative with an adequate opportunity to exercise its right to negotiate on the impact and implementation of the change and, if standing alone, would be violative of the Statute. Cf. United States Department of Agriculture, Plant Protection and Quarantine, Animal and Plant Health Inspection Service, 17 FLRA 281 (1985). However, the record reveals and I find, that over an extended period of time, even prior to the execution of the current MLA, Respondent effectuated details and indeed

work transfers on a regular basis without providing the Union with prior notice and the Union neither voiced objection to this procedure nor requested to bargain on the changes. Thus a past practice was established with the Union's passive acquiescence whereby the Union was not notified when such details and transfers occurred. In view of the existance of this longstanding practice Respondent was not obliged to notify the Union prior to effectuating the present details or work transfer. Cf. United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, 22 FLRA 161 (1986).

Nevertheless, the record does not disclose that the Union waived its right in any way to demand bargaining on the impact and implementation of the changes after it became aware that such changes had been, or were to be, put into effect. The "past practice" which has been established is that the Union, after receiving notice of a detail (or transfer) has in the past not made a request to bargain on that matter. Assuming the Union was aware of all such details it was its right to chose to negotiate on the impact and implementation of all of those details. But a union might decide it need not bargain on all of these actions. Its basis for making a particular bargaining demand might well be its assessment of the impact on employees or whether affected employees complained to the collective bargaining representative regarding the detail. If no employee complained then the union might determine not to make a demand to bargain. Such a situation could exist over an extended period of time. To then conclude that a union's failure to demand bargaining when it could have done so ripened into an acquiescence sufficient to privilege an employer to refuse a request to bargain on the matter on a subsequent situation without violating the Statute would merely encourage unions to go through a wasteful, time consuming, useless exercise of making bargaining demands when matters were really not in dispute or filing unfair labor practice changes over situations of no consequence or benefit to employees. Such conduct cannot be construed as express or implied consent sufficient to establish a past practice under the Statute. Cf. Norfolk Naval Shipyard, 25 FLRA 277 (1987) at 286-287 and Department of the Air Force, Scott Air Force Base, Illinois, 5 FLRA 9 (1981) at 22-23. Accordingly, while in the circumstances herein Respondent was not obligated under the Statute to notify the Union that the details or transfer of work was to take place, Respondent was required to bargain with the Union over the impact and implementation of the changes upon demand. Cf. Internal

Revenue Service, Washington, D.C. and Internal Revenue Service, Denver District, Denver, Colorado, 27 FLRA 664 (1987) at 691; U.S. Department of Labor, Occupational Safety and Health Administration, Chicago, Illinois, 19 FLRA 454 (1985) at 466 and United States Air Force, 2750th Air Base Wing Headquarters, Air Force Logistics Command, Wright-Patterson Air Force Base, Ohio, 16 FLRA 335 (1984) at 341.

I further reject Respondent's contention that the Union was obligated to bargain the impact and implementation of details when negotiating the collective bargaining agreement. I find such proposition to be without any legal basis under either the Statute or the National Labor Relations Act.

In view of the entire foregoing I conclude Respondent violated section 7116(a)(1) and (5) of the Statute by refusing to bargain with the Union on the impact and implementation of the detail of four employees to CWC 732 and the transfer of P-7 work from CWC 732 to CWC 736, as described above. Accordingly, I recommend the Authority issue the following:

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 Marine Corps Logistics Base, Barstow, California, shall:

1. Cease and desist from:

(a) Refusing to bargain with American Federation of Government Employees, Local 1482, AFL-CIO, the agent of the exclusive representative of its employees, concerning the impact and implementation of detailing bargaining unit employees to Cost Work Center 732 on or about February 2, 1989 and reassigning work from Cost Work Center 732 to Cost Work Center 736.

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

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

(a) Bargain with American Federation of Government Employees, Local 1482, AFL-CIO, the agent of the exclusive collective bargaining representative of its employees,

concerning the impact and implementation of detailing bargaining unit employees to Cost Work Center 732 on or about February 2, 1989 and reassigning work from Cost Work Center 732 to Cost Work Center 736.

(b) Post at its facilities at the Marine Corps Logistics Base, Barstow, California 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 Base Commander, 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.

(c) Pursuant to Section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, Region VIII, Federal Labor Relations Authority, 350 South Figueroa Street, 3rd Floor, 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., May 30, 1990

SALVATORE J. ARRIGO
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 refuse to bargain with American Federation of Government Employees, Local 1482, AFL-CIO, the agent of the exclusive representative of our employees, concerning the impact and implementation of detailing bargaining unit employees to Cost Work Center 732 on or about February 2, 1989 and reassigning work from Cost Work Center 732 to Cost Work Center 736.

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, bargain with American Federation of Government Employees, Local 1482, AFL-CIO, the agent of the exclusive collective bargaining representative of our employees, concerning the impact and implementation of detailing bargaining unit employees to Cost Work Center 732 on or about February 2, 1989 and reassigning work from Cost Work Center 732 to Cost Work Center 736.

_____
(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 VIII, whose address is: 350 South Figueroa Street, 3rd Floor, Room 370, Los Angeles, CA 90071, and whose telephone number is: (213) 894-3805.