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

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS FEDERAL CORRECTIONAL INSTITUTION MARIANNA, FLORIDA Respondent and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 4036 Charging Party	Case No. AT-CA-01-0037

NOTICE OF TRANSMITTAL OF DECISION

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

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

Any such exceptions must be filed on or before **APRIL 8, 2002**, and addressed to:

Office of Case Control
Federal Labor Relations Authority
607 14th Street, NW., Suite 415
Washington, D.C. 20424

SUSAN E. JELEN
Administrative Law Judge

Dated: March 5, 2002
Washington, DC

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges

WASHINGTON, D.C. 20424-0001

MEMORANDUM DATE: March 5, 2002

TO: The Federal Labor Relations Authority

FROM: SUSAN E. JELEN
Administrative Law Judge

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

and Case No. AT-CA-01-0037

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 3957

Charging Party

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

Enclosures

FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges OALJ 02-21
WASHINGTON, D.C.

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS FEDERAL CORRECTIONAL INSTITUTION MARIANNA, FLORIDA Respondent and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 4036 Charging Party	Case No. AT-CA-01-0037

J. Stuart Bauch, Esquire
Catherine V. Emerson, Esquire
Counsel for the Respondent

Tameka A. West, Esquire
Brent S. Hudspeth, Esquire
Counsel for the General Counsel, FLRA

Robert P. Andrew
Representative for the Charging Party

Before: SUSAN E. JELEN
Administrative Law Judge

DECISION

Statement of the Case

The unfair labor practice complaint alleges that the U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Marianna, Florida (the Respondent/FCI), violated section 7116(a)(1) and (8) of the Federal Service Labor-Management Relations Statute (the Statute), 5 U.S.C. § 7116(a)(1) and (8). The complaint alleges that the Respondent failed to comply with an arbitration award as required by section 7121 and 7122 of the Statute.

Respondent's answer denied any violation of the Statute. Respondent asserts that it has, in fact, complied with the arbitration award.

For the reasons explained below, I conclude that the Respondent violated the Statute as alleged.

A hearing was held in Marianna, Florida on October 2, 2001. The Respondent and the General Counsel were represented by Counsel and afforded a full opportunity to be heard, adduce relevant evidence, and examine and cross-examine witnesses. The Respondent and the General Counsel filed helpful post-hearing briefs.

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

Findings of Fact

The American Federation of Government Employees, Council of Prison Locals (the Council), is the exclusive representative of a unit of employees appropriate for collective bargaining at the Federal Bureau of Prisons. The American Federation of Government Employees, Local 4036 (the Union), is an agent of the Council for purposes of representing employees at the Federal Correctional Institution, Marianna, Florida. The Council and the Respondent are parties to a collective bargaining agreement. At all times material to the complaint the Union and the Respondent were parties to a collective bargaining agreement.

On January 8, 1999, Allen Green, President, American Federation of Government Employees, Local 4036 filed a grievance asserting that Article 27, Section A of the Master Agreement between the Federal Bureau of Prisons and the Council of Prison Locals had been violated. Specifically, the grievance stated that "Correctional Services posts, on all shifts, are being vacated to fill vacancies created by training needs, medical escort trips or other management directed 'must fill' positions, thereby leaving the shift or shifts short handed. Per Article 27, Section 'A', "The employer agrees to lower those inherent hazards to the

lowest possible level."[1] The employer is in violation of this article by operating a shift with personnel shortages, raising the inmate to staff ratio and severely limiting the ability of staff to respond to emergencies, due to the lack of personnel. Vacated posts also result in area searches not being conducted, again jeopardizing staff due to potential contraband concerns. Changing an employees work assignment or shift, to avoid paying overtime, places undue stress on the employee and their families." (Jt. Ex. 2)

An arbitration hearing was conducted on June 7, 1999. Robert E. Stevens, Arbitrator, issued his Opinion and Award on September 23, 1999. The Arbitrator sustained the grievance, finding:

> "I find that the vacating of posts violates Article 27, Section a. of the Master Agreement in that it increases the inherent hazards in the institution.

---

[1] Article 27 - Health and Safety, Section a. states:

There are essentially two (2) distinct areas of concern regarding the safety and health of employees in the Federal Bureau of Prisons:

1. the first, which affects the safety and well-being of employees, involves the inherent hazards of a correctional environment; and

2. the second, which affects the safety and health of employees, involves the inherent hazards associated with the normal industrial operations found throughout the Federal Bureau of Prisons.

With respect to the first, the Employer agrees to lower those inherent hazards to the lowest possible level, without relinquishing its rights under 5 U.S.C. § 7106. The Union recognizes that by the very nature of the duties associated with supervising and controlling inmates, these hazards can never be completely eliminated.

With respect to the second, the Employer agrees to furnish to employees places and conditions of employment that are free from recognized hazards that are causing or are likely to cause death or serious physical harm, in accordance with all applicable federal laws, standards, codes, regulations, and executive orders. (Jt. Ex. 4 at 5-6)

> "It is directed that the Agency vacate posts only for good cause and not on a routine basis for administrative convenience.
>
> "I also direct that if a correction officer believes that his assignment or shift has been changed unreasonably to deprive him of overtime, that he be allowed to grieve the change through the parties' grievance procedure." (Jt. Ex. 3 at 17-18)

The Respondent filed exceptions to the arbitration award. The Federal Labor Relations Authority issued its decision in *U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Marianna, Florida and American Federation of Government Employees, Local 4036, Council of Prison Locals*, 56 FLRA 467 (2000). The Authority denied the Agency's exceptions. The Authority found that the award was not contrary to law, did not fail to draw its essence from the parties' collective bargaining agreement and that the arbitrator did not exceed his authority. The Authority rejected the Agency's argument that the award concerned the exercise of management's right to assign employees under section 7106(a)(2)(A). "The arbitration award in this case does not require the Agency to hire additional employees or fill vacant positions, does not limit the Agency's ability to determine the qualifications and skills necessary for these employees to perform the duties of their position, and does not prohibit the Agency outright from vacating posts. To the contrary, and as already noted, the award precludes the Agency only from vacating correctional officer posts on a routine basis for administrative convenience, and does permit posts to be vacated only for 'good cause.'"

It is further noted that this same issue of vacating posts has been before at least two other arbitrators and exceptions were filed with the Authority. In *United States Department of Justice, Federal Bureau of Prisons, Metropolitan Detention Center*, Guaynabo, *Puerto Rico and American Federation of Government Employees, Local 4052, Council of Prison Locals*, 57 FLRA 331 (2001)(Chairman Cabaniss dissenting), the Authority found that the Agency failed to show the award was deficient under section 7122(a) of the Statute and Respondent's exceptions were denied. The arbitrator had found that the Agency violated the parties' collective bargaining agreement by leaving certain work posts temporarily vacant and ordered the Agency to cease reassigning on-duty employees to fill such vacancies except under emergency circumstances. In *United States Department of Justice, Federal Bureau of Prisons, United States*

Penitentiary, Atlanta, Georgia and American Federation of Government Employees, Council of Prison Locals, Local 1145, 57 FLRA 406 (2001), the Authority denied the Agency's exceptions to an arbitration award, finding that the Agency had failed to show the award was deficient under section 7122(a) of the Statute. The arbitrator had found that the Agency violated the parties' collective bargaining agreement by leaving certain work posts temporarily vacant. She ordered the Agency to vacate the posts only for good reason and not on a routine basis for administrative convenience.

The FCI has an inmate population of approximately 1,505 with 150 correctional officers (including supervisors) assigned to various posts. (Tr. 70) The facility operates 24 hours a day, seven days a week and there are three primary shifts, the morning watch, the day watch and the evening watch. There are about 14 different shifts in all. (Tr. 18, 88-89)

Mark A. Henry, Warden, is responsible for the day-to-day operations of the Marianna facility. He is responsible for all decisions affecting the welfare and safety of both the inmates and the staff and for the secure and orderly running of the institution. (Tr. 44) Warden Henry first learned of the Stevens arbitration award in September 1999, while at training at the FCI Regional Office in Atlanta, Georgia. He discussed the award with Jimmy Powell, Human Resources Administrator for the Southeastern Region and Joe Chain, Chief of Labor Management Relations for the Bureau of Prisons. The award was going to be appealed to the Federal Labor Relations Authority and during this time the Respondent would continue to maintain the secure and orderly running of the institution, determine its internal security practices as before and assign work as before. (Tr. 45-46) In October 1999 Warden Henry met with his executive staff and determined to continue to implement internal security practices and the assignment of work as previously done in the past. (Tr. 46) He also discussed Respondent's position with then Union president Willard O'Brian. (Tr. 46-47)

In October 1999 Warden Henry had a correctional officer retreat at which he administered a survey. He had previously shown this survey to Union president O'Brien. The survey response indicated to the Warden that the staff believed that there was a need for additional positions on the evening watch. As a result management added positions to the evening watch and to the special housing unit, by moving positions within the institution. (Tr. 48)

The Authority decision was issued in June 2000. At that time Warden Henry met with his executive staff,

including the new Captain, Robert Boyd. "I also had consultations with labor relations to determine their viewpoints, but again we decided, as administrators of the facility, that we would continue to exercise our management rights and we would continue to determine the security practices that were in the interest of the employees, and safely and orderly operate the facility, and also assign work to accomplish the stated mission of the Bureau of Prisons." (Tr. 49)

Warden Henry denied that the Respondent is vacating posts on a routine basis for administrative convenience (Tr. 52) and asserts that vacating posts is done only for good cause. "Our good cause is determined by our internal security practices and our assignment of work." (Tr. 52) To justify any order to vacate a post, Warden Henry testified that he must demonstrate that he is maintaining the internal security practices of the institution in the assignment of work. (Tr. 81). Warden Henry further denied that the facility vacates posts to avoid overtime expenses, noting that overtime expenses had almost doubled from $100,800 in 2000 to $194,200 in 2001. (Tr. 65; Resp. Ex. 2)

Captain Robert Boyd is the Chief Security Supervisor and responsible for maintaining safety and security of the staff and inmates, by proper utilization of staff and proper management of inmates. (Tr. 84-85) He makes an evaluation of what posts need to be filled and what posts not to fill and gives guidance to his supervisors. (Tr. 92) A vacated post is a post that is not filled, or left unfilled, for a short period of time or even for the entire shift. (Tr. 93) It is Captain Boyd's responsibility to implement the arbitration decision with regard to vacating posts. A post is vacated when there is an institutional emergency, or where staff is utilized in other areas to provide that security which is needed for the safety of the staff. (Tr. 95) Captain Boyd looks at the complement of staff on any given day, determines what positions can and cannot be vacated, and makes decisions about where the staff can best perform their duties. He then instructs his lieutenants and authorizes certain posts to be vacated at certain times and certain days. (Tr. 95-96) According to Captain Boyd, good cause means the security of the institution and the safety of the staff. (Tr. 97) If he determines that a position cannot be vacated, he authorizes overtime for that position. (Tr. 98)

The parties stipulated that the month of September 2000 was representative of the whole period of time covered by this action. (Tr. 10; Jt. Ex. 1) It was also stipulated that the daily rosters for the month of September 2000

reflect that 175 posts were vacated during the month. (Jt. Ex. 1)

Captain Boyd testified that of those 175 posts vacated in September 2000, 46 were Correctional Officer posts in the Shawnee special housing unit. During the month of September 2000, no inmates were housed in Shawnee and therefore the Correctional Officers were placed in other positions.

To the best of his knowledge, the number of posts vacated has remained the same since the Authority upheld the arbitrator's decision. The amount of overtime has increased.

It appears from Joint Exhibit 1 that established posts become vacant for various reasons, such as annual leave, sick leave, time off awards, medical trips, and official time. Correctional Officers are then detailed into the "critical" positions, with their own positions sometimes filled with other details and sometimes left vacant. Some of these vacant positions are left vacant for the entire shift; others for shorter periods of time. As stipulated by the parties, 175 posts were vacated during the month of September 2000, which is representative of the entire time period at issue.[2]

Discussion and Conclusion

A. Positions of the Parties

The General Counsel argues that the Respondent's actions are not consistent with a reasonable construction of the Arbitrator's award. Arbitrator Stevens' award directed the Respondent to "vacate correctional posts only for good cause and not on a routine basis for administrative convenience." The Arbitrator did not provide specific instructions on how to comply with the award. The General Counsel argues, however, that based on the current increased rate of vacated posts (between June 2000 and April 2001), the record evidence is clear that the Respondent has failed to comply with the award. Further the General Counsel argues that the criteria rejected by the Arbitrator in the

[2] Robert Andrew, Union president, testified that he and several other Union officials reviewed the daily rosters to determine the number of vacated posts. For instance in September 2000, 30 days of rosters were reviewed showing 175 vacated posts; in November 2000, 30 days of rosters were reviewed showing 236 vacated posts. In total the Union officials reviewed 291 days of rosters that showed 2,659 vacated posts.

award have continued to be used by the Respondent in determining how it will vacate posts. Such factors, already rejected by the Arbitrator, cannot be considered "good cause".

The General Counsel further argues that the Respondent is attempting to relitigate the merits of the arbitration award in this unfair labor practice proceeding. Specifically Respondent defends its decision to vacate posts by defining good cause as internal security practices and the assignment of work. The Respondent also considers safety, security of staff and the institution, and budget when vacating posts today. The General Counsel argues that this defense is an attempt to relitigate the merits in this forum, which is not permissible. *See Department of Health and Human Services, Social Security Administration,* 41 FLRA 755, 765 (1991).

The Respondent argues that it is in compliance with the Arbitrator's Award. The Authority noted in its decision that "The Award does not mandate any specific actions by the Agency as to how it must comply with the award, or establish any criteria as to what will or will not constitute 'good cause' for vacating a post." The Respondent argues that the exercise of its rights under 5 U.S.C. § 7106 and also in permitting the Union to take official time is sufficient 'good cause' in the vacating of the posts. Specifically the Respondent relies on its right to assign work under section 7106(a)(2)(B); its right to assign and/or not assign employees under section 7106(a)(2)(A), and its right to determine internal security practices under section 7106(a)(1).

B. **Analysis**

1. Legal Framework

It is well established that, under section 7122(b) of the Statute, an agency must take the action required by an arbitrator's award when the award becomes "final and binding". The award become "final and binding" when there are not timely exceptions filed under section 7122(a) of the Statute or when timely filed exceptions are denied by the Authority. *U.S. Department of Transportation, Federal Aviation Administration, Northwest Mountain Region, Renton, Washington*, 55 FLRA 293 (1999); *U.S. Department of Health and Human Services, Health Care Financing Administration,* 35 FLRA 491, 494-95 (1990). Disregard of an unambiguous award is an unfair labor practice under section 7116(a)(1) and (8) of the Statue. *United States Department of the Treasury, Internal Revenue Service, Austin Compliance Center, Austin,*

Texas, 44 FLRA 1306, 1315 (1992), *reconsideration denied* 45 FLRA 525 (1992); *and U.S. Customs Service, Washington, D.C.* 39 FLRA 749, 757-58 (1991).

Whether an agency has adequately complied with an arbitration award depends, in part, on the clarity of the award. Where an agency disregard portions of an arbitrator's award or otherwise changes such an award, the agency fails to comply with the award within the meaning of section 7122(b) of the Statute. *Department of the Interior, Bureau of Reclamation, Upper Colorado River Storage Project, Salt Lake City, Utah,* 28 FLRA 596, 605 (1987); *U.S. Department of Justice and Department of Justice, Bureau of Prisons (Washington, D.C.) and Federal Correctional Institution (Danbury, Connecticut)*, 20 FLRA 39, 43 (1985), *enforced sub nom. United States Department of Justice and Department of Justice, Bureau of Prisons v. FLRA,* 792 F.2d 25 (2d Cir. 1986); and *Department of Justice, U.S. Immigration and Naturalization Service, Washington, D.C.*, 16 FLRA 840, 842 (1984). Where an arbitrator's award is ambiguous, the Authority examines whether the agency's construction of the award is reasonable in determining whether the agency adequately complied with the award. *U.S. Patent and Trademark Office,* 31 FLRA 952, 975 (1988), *remanded as to other matters sub nom. Patent Office Professional Association v. FLRA,* 872 F.2d 451 (D.C. Cir. 1989); *United States Department of the Treasury, Internal Revenue Service and United States Department of the Treasury, Internal Revenue Service, Austin Service Center, Austin, Texas,* 25 FLRA 71, 72 (1987)(*IRS*).

Arbitrator Stevens' award became "final and binding" when the Authority denied timely filed exceptions on June 28, 2000. (56 FLRA 467) The General Counsel contends that the Respondent has failed to comply with the Arbitrator's award, while the Respondent asserts that it is, in fact, in compliance with the award. Therefore the dispute in this matter concerns whether the Respondent's actions regarding the vacating of correctional service posts are consistent with a reasonable construction of the Arbitrator's award. *IRS*, 25 FLRA at 71.

2. Arbitrator Stevens Award

In his award, Arbitrator Stevens found that Respondent's failure to fill all posts as required was a per se violation of Article 27 of the parties' collective bargaining agreement and the Facility's obligation "to lower inherent hazards to the lowest possible level." The Arbitrator noted the management testimony that they considered safety, security, budget and organization

objectives in making staffing decisions. He further noted that the agency's defense "that vacating posts is part of management's right to assign work and is not limited by the collective bargaining agreement is mistaken." (Jt. Ex. 3 at 15)

In his final award, Arbitrator Stevens states "It is directed that the Agency vacate posts only for good cause and not on a routine basis for administrative convenience." He does not give any specific instructions as to how this is to be accomplished.

As stated above, the General Counsel argues that the Respondent has failed to implement the award while the Respondent argues that it has, in fact, implemented the award.

The factual evidence establishes that the Marianna Facility has a longstanding policy of vacating posts, both before and after the arbitration award at issue in this matter. The facility is a 24 hour a day, 7 day a week operation, with three basic shifts. In order to fill positions that are vacant due to absence, either planned or unplanned, official time, emergencies, medical trips and other contingencies, employees are moved from one position to another, sometimes for the entire shift and sometimes for less than the entire shift. Some positions are filled through the use of overtime, first on a voluntary basis and then on a mandatory basis according to the parties' collective bargaining agreement. The evidence does reflect that there has been a substantial increase in overtime costs at the facility since June 2000. However, it is impossible to tell what part of this overtime is directly related to filling vacated positions. Furthermore, the number of vacated posts does not appear to have decreased any since the Arbitrator's decision became final and binding. The parties stipulated that September 2000 was a representative month and agreed that 175 posts were vacated during that month. With 30 days in September, that averages to 5.83 posts a day. Respondent did not argue that the number of vacated posts had been reduced since the arbitration award became final and binding.

It appears clear to me that the Respondent has determined that vacating posts is a normal part of managing the facility. Following the Authority decision upholding the Arbitration award, no real changes were put into place as a result of the decision. The Respondent continued its practice of vacating positions, arguing that its right to assign work and to determine its internal security practices allowed its conduct. There is no evidence that it attempted to meet with the Union to discuss the issue, even though the

Arbitrator clearly contemplated such actions by his statement that "It is a problem which requires the efforts of Management and the Union to work through and resolve in the best interests of all parties, management, the correction officers, other staff, the inmates and the civilian population outside the razor wire of FCI-Marianna." (Jt. Ex. 3 at 17)

Under these circumstances, in viewing the Respondent's actions in their entirety in response to the final and binding arbitration award, I find that the Respondent's actions are not consistent with a reasonable construction of the arbitration award. The fact that vacating posts remains at a fairly constant level both before and after the arbitration award indicates that vacating posts has become an administrative convenience that the Respondent is unwilling to change. I therefore find that the Respondent, by its failure to comply with Arbitrator Steven's final and binding award, violated sections 7121 and 7122 of the Statute and therefore violated section 7116(a)(1) and (8) of the Statute.

3. Remedy

Having found that the Respondent violated the Statue by failing to comply with a final and binding arbitration award, an appropriate remedy includes an order requiring the Respondent to comply with the final and binding award of Arbitrator Stevens by not vacating correctional posts on a routine basis which increases the inherent hazards in the institution.

Based on the above findings and conclusions, I conclude that the Respondent violated section 7116(a)(1) and (8) of the Statute as alleged, and I recommend that the Authority issue the following Order:

ORDER

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

1. Cease and desist from:

(a) Failing and refusing to comply with the final and binding award of Arbitrator Robert E. Stevens after the Authority denied its exceptions to the award in *U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Marianna, Florida*, 56 FLRA 467 (2000).

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

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

(a) Comply with the final and binding award of Arbitrator Robert E. Stevens by vacating correctional posts only for good cause and not on a routine basis for administrative convenience.

(b) Post at the Federal Correctional Institution, Marianna, Florida, where bargaining unit employees are located, copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Warden, 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 ensure that such Notices are not altered, defaced, or covered by any other material.

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

Issued, Washington, DC, March 5, 2002.

_____

SUSAN E. JELEN
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Authority has found that the U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Marianna, Florida, violated the Federal Service Labor-Management Relations Statute, and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY EMPLOYEES THAT:

WE WILL NOT fail and refuse to comply with the final and binding award of Arbitrator Robert E. Stevens after the Authority denied its exceptions to the award in *U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Marianna, Florida*, 56 FLRA 467 (2000).

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

WE WILL comply with the final and binding award of Arbitrator Robert E. Stevens by vacating correctional posts only for good cause and not on a routine basis for administrative convenience.

_____
(Respondent/Agency)

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 its provisions, they may communicate directly with the Regional Director, Atlanta Regional Office, Federal Labor Relations Authority, whose address is: 285 Peachtree Center Avenue, Suite 701, Atlanta, GA, 30303, and whose telephone number is: (404)331-5380.

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION** issued by SUSAN E. JELEN, Administrative Law Judge, in Case No. AT-CA-01-0037, were sent to the following parties:

CERTIFIED MAIL: **CERTIFIED NOS:**

Tameka West, Esquire
7000-1670-0000-1176-3160
Brent Hudspeth, Esquire
Federal Labor Relations Authority
285 Peachtree Center Avenue, Suite 701
Atlanta, GA 30303

J. Staurt Bauch, Esquire 7000-1670-0000-1176-3177
Assistant General Counsel
Federal Bureau of Prisons
522 N. Central Avenue, Suite 247
Phoenix, AZ 85004

Robert Andrew, President 7000-1670-0000-1176-3184
AFGE, Local 4036
3625 FCI Road
Marianna, FL 32446

REGULAR MAIL:

President
AFGE, AFL-CIO
80 "F" Street, N.W.
Washington, DC 20001

_____
CATHERINE L. TURNER, LEGAL TECHNICIAN

DATED: MARCH 5, 2002
WASHINGTON, DC