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 U.S. MEDICAL CENTER FOR FEDERAL PRISONERS SPRINGFIELD, MISSOURI Respondent	Case No. DE-CA-90285
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1612, AFL-CIO Charging Party	

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 **DECEMBER 20, 1999**, and addressed to:

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

ELI NASH, JR.
Administrative Law Judge

Dated: November 19, 1999
Washington, DC

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

MEMORANDUM DATE: November 19, 1999

TO: The Federal Labor Relations Authority

FROM: ELI NASH, JR.
Administrative Law Judge

SUBJECT: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
U.S. MEDICAL CENTER FOR FEDERAL PRISONERS
SPRINGFIELD, MISSOURI

Respondent

and Case No. DE-CA-90285
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1612, AFL-CIO

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 00-06
WASHINGTON, D.C.

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS U.S. MEDICAL CENTER FOR FEDERAL PRISONERS SPRINGFIELD, MISSOURI Respondent	Case No. DE-CA-90285
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1612, AFL-CIO Charging Party	

Scot L. Gulick, Esquire
For the Respondent

Greg A. Weddle, Esquire
For the General Counsel

Before: Eli Nash Jr.
Administrative Law Judge

DECISION

Statement of the Case

On June 11, 1999, the Regional Director for the Denver Region of the Federal Labor Relations Authority, pursuant to a charge filed on January 19, 1999, by the American Federation of Government Employees, Local 1612, AFL-CIO (herein called the Union) issued a Complaint and Notice of Hearing alleging that the U.S. Department of Justice, Bureau of Prisons, U.S. Medical Center for Federal Prisoners, Springfield, Missouri (herein called Respondent) violated section 7116(a)(1) and (5) of the Federal Service Labor-Management Relations Statute (the Statute) by repudiating a ground rules agreement, and by failing to negotiate in good faith with regard to the subject ground rules.

A hearing was held in Springfield, Missouri, at which time all parties were afforded a full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence. The General Counsel and the Respondent

filed timely post-hearing briefs which have been carefully considered.

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

Findings of Fact

The facts in this matter are uncontroverted. The Union is the certified exclusive representative at Respondent's facility herein.

On October 25, 1998, Warden P.W. Keohane implemented a change in the work schedules of Medical Center Federal Prisoners Physician's Assistants. This action was grieved by the Union as a violation of the parties' collective bargaining agreement. On November 10, 1998, G.L. Hershberger, Regional Director of Respondent's North Central Regional Office, upheld the Union's grievance, ordering Warden Keohane to negotiate over the impact and implementation of the changed work schedules.

Over the next two months, the parties traded proposals on the ground rules for the negotiations. The parties agreed to exchange proposals on January 15, 1999,[1] and begin negotiations on January 25. The ground rules negotiations continued over issues such as the bargaining location, the use of pagers during negotiations, and the number of negotiators. An important issue was the use of official time to prepare for negotiations. On January 6, Respondent's negotiator Lance Luria, wrote: "Both Management and the Union agree with the above proposals. However, the Union's final acceptance is contingent upon resolution of the Official Time issue by Warden Keohane." The "official time issue" was a standing Union proposal in which each member of the Union's five-member negotiating team would receive one day of official time (up to forty hours total) prior to the January 15 proposal exchange, and an additional day of official time between January 15 and the start of bargaining on January 25.

On January 7, Human Resource Specialist Sue Linson received a telephone call from Warden Keohane concerning the Union's official time proposal. Linson testified that she explained to the Warden that Young wanted to use eight hours of official time per bargaining team member prior to January 15 and eight hours per team member between January 15 and January 25 to prepare for the upcoming negotiations. Warden

[1] Unless noted otherwise, all dates hereafter are 1999.

Keohane indicated to Linson that he would grant the Union's request.

On Friday, January 8, the Union and Respondent agreed to the ground rules for the upcoming negotiations and on the following Monday, January 11, the two sides signed their ground rules agreement. With regard to official time, the agreement stated that "Warden Keohane has granted the Union 80 hours of Official Time to prepare for the I&I Bargaining. The Union has stated these hours will be used in the following manner: 8 hours per Team Member (observer not included) prior to January 15, 1999, and 8 hours per Team Member (observer not included) between January 15 and January 25, 1999."

Immediately following her execution of the above agreement on January 11, Young submitted an official time request to Warden Keohane. Consistent with Warden Keohane's prior instructions to Young on the procedure for requesting official time, Young's request was routed to the Warden through the Human Resources office. The request identified the Union's four bargaining team members and stated: "In accordance with the ground rules, I am requesting official time to be used for preparation for the negotiations set for January 25 . . . ." Although the request did not state which day the Union team would be meeting, Young had previously informed Linson that the Union's team would use its initial allotment of official time on Wednesday, January 13.

Human Resource Specialist Linson received the official time request from Young on the morning of January 11. At about 4:00 p.m. on January 11, Young and Linson met near the institution's parking lot. Young asked Linson if the Union's official time request had been approved by the Warden yet. Linson responded that the Warden had not yet approved the request. Young then informed Linson that "the relief's already set," meaning that arrangements had been made in the schedules of the four Union negotiators to be away from their regular work on Wednesday, January 13. Linson, appearing unconcerned, assured Young that the Warden's signature was just a "formality."

On the morning of Tuesday, January 12, Linson put the official time request on the desk of her supervisor, Assistant Human Resource Manager Pat White. White then took the request to the Warden's office. Sometime prior to 3:00 p.m. on Tuesday, Warden Keohane returned the official time request to the Human Resources office. Warden Keohane denied the request because it had two typographical mistakes: first, Young's first name was "Wand" rather than

Wanda; and second, Warden Keohane's last name was misspelled as "Koehane."

At about 3:00 p.m. on Tuesday, January 12, Young went to the Human Resources office to get what she anticipated to be a copy of her approved official time request. Instead, Linson told her that the Warden had denied her request because his name was misspelled. Although very upset at the puerile reason for the Warden's denial, within ten minutes, Young submitted a second official time request with both names spelled correctly. This second request also specified that the official time was to be used the next day, as had been discussed with Linson.

Warden Keohane received the second official time request at 3:30 p.m. on Tuesday and immediately denied the request, claiming that it had been submitted too late. The Warden, who apparently left on vacation that day, instructed Young to reschedule the official time for the following week.

In fact, prior to learning that her first official time request was denied, Young had arranged the work schedules for the four Union negotiators so that they could work on the Union's proposals on Wednesday, January 13. This action was consistent with the parties' collectively bargained procedure for arranging official time. Linson was informed of these schedule arrangements on Monday afternoon, January 11.

By letter dated January 13, Young sought agreement from Warden Keohane that the January 15 proposal exchange and the January 25 commencement of negotiations be postponed. Young recounted for the Warden the ground rules agreement that the Union be given pre-January 15 official time to prepare proposals for the January 15 exchange, as well as her two unsuccessful official time requests for January 13. Young also apologized to Warden Keohane for misspelling his name in her January 11 official time request. Respondent would not relent and the Union never received the agreed-upon pre-January 15 official time as provided for in the ground rules agreement.

On January 14, Associate Warden Roger Rose, acting on behalf of Warden Keohane, who apparently was on leave by that time, informed Young of his decision to reschedule the exchange date for proposals to Wednesday, January 20, but refused to postpone the commencement of negotiations, still set to begin on January 25. Later on January 14, Young again requested that the two sides "mutually agree on another date for the negotiations." On January 15, Rose

informed Young that the bargaining would commence on January 25, as originally scheduled. Rose determined that the Union would receive official time to prepare proposals on January 19; proposals would be exchanged on January 20; and the Union would review management's proposals and further prepare for bargaining on either January 21 or 22.

In light of the refusal to reschedule the negotiations, Young and the Union negotiators complied with the schedule unilaterally set forth by Associate Warden Rose.

Analysis and Conclusions

A. *By Not Honoring the Union's Requests for Pre-January 15 Official Time, Respondent Repudiated the Parties' Ground Rules Agreement*

The principal issue in this matter is whether Respondent violated section 7116(a)(1) and (5) of the Statute by repudiating the parties' ground rules agreement when it refused to grant an agreed-to, pre-January 15 request for official time for Union bargaining preparation. The case is controlled by Department of the Air Force, 375th Mission Support Squadron, Scott Air Force Base, Illinois, 51 FLRA 858, 861 (1996)(Scott Air Force Base). In Scott Air Force Base, the Authority distinguished a mere breach of an agreement from an illegal repudiation by using a two-step analysis: "(1) the nature and scope of the alleged breach of an agreement (i.e., was the breach clear and patent?); and (2) the nature of the agreement provision allegedly breached (i.e., did the provision go to the heart of the parties' agreement?)." Id. at 862.

It is undisputed that the ground rules agreement negotiated by the parties provided that the Union would receive 40 hours of official time to be used prior to January 15. The Union requested such time but did not receive it. Therefore, unless either: 1) the pre-January 15 official time provision in the ground rules agreement is vague and Respondent's actions were based on a reasonable interpretation of that provision, or 2) the pre-January 15 official time provision does not go to the heart of the ground rules agreement, the Respondent repudiated the ground rules agreement and, therefore, violated section 7116(a)(1) and (5) of the Statute.

Respondent maintains that the General Counsel failed to establish a clear and patent breach of the ground rules agreement. In Respondent's view, while the ground rules agreement provided for 40 hours of official time prior to January 15 and 40 hours between January 15 and January 25,

it did not contain the specific days on which official time would be granted. Respondent insists that Young's first request for official time did not specify the date on which the Union team was requesting official time and that the Warden would not have granted Young's first request without knowing the specific date for the official time requested. This appears to be an afterthought since the Warden's testimony left no doubt that he returned the initial request only because two names were misspelled. According to the Warden, although no evidence was offered to support his claim, he routinely returns correspondence which contains misspellings. In my opinion, the Warden's quirk about having names spelled correctly had nothing at all to do with any interpretation of the agreement. Furthermore, it is clear that the use of this official time was explained to the Warden by Linson prior to Respondent's signing off on the ground rules agreement, so there was no misunderstanding about what the agreement meant.

The undersigned agrees with Respondent that it is not an unfair labor practice to insist upon compliance with an agreement governing official time. Department of Health, Education and Welfare, Region V, Chicago, Illinois, 4 FLRA 736 (1980); Marine Corps Logistics Base, Barstow, California, 23 FLRA 594 (1986); U.S. Department of Treasury, Internal Revenue Service, Washington, D.C. and Internal Revenue Service, Center, Ogden, Utah, 41 FLRA 1212, 1215 (1991). Respondent, however, offers only that the Warden reasonably concluded that he could not contact the appropriate supervisors and have the appropriate shift changes made regarding personnel in place prior to 4:00 p.m. after he received the request at 3:30 p.m. The record evidence does not support such a claim. Instead, the record discloses that work schedules for the four negotiators had already been adjusted to allow their participation on Wednesday, and Linson knew that these arrangements had already been made.[2] Nonetheless, on January 12, Warden Keohane denied the second request as well, writing on the request, "Wanda, Denied. Not enough notice - Reschedule for next week - I got this at 3:30 pm!" (emphasis added). It is not denied that the initial request for official time was in fact made well before 3:30 p.m. on January 12, but was returned because of the misspellings. Moreover, Respondent offered nothing but this bare assertion to support its position that the request was too late. It is difficult to

[2] The arrangements made by the Union with employees' supervisors for their absence from the work site appears to satisfy requirements of Article 7 of the parties collective bargaining agreement which provides that they "request the time from their supervisor prior to leaving the work site."

find that the request, which was originally submitted to Respondent on January 11 and which was originally received by the Warden's office well prior to 3:30 p.m., would be cast as too late by him. The record supports the General Counsel's position that the requests were returned not because of any interpretation of the agreement, but because the Warden's name was misspelled on the first request. Rejection of the second request which could also be deemed arbitrary is irrelevant. It was clearly shown that the Union made a timely request for the bargained on official time and that the request was rejected for reasons having nothing to do with the agreement arrived at through bargaining.

B. *The Ground Rules Agreement's Pre-January 15 Official Time Provision is Neither Unclear Nor Ambiguous*

It was never contended that the ground rules agreement's official time provision was unclear. Thus, the two sides agreed that impact and implementation proposals would be exchanged on January 15 and that bargaining would commence on January 25. Further, the Union submitted a set of ground rules proposals which included the following: "I am still requesting 80 hours of Official Time for the Union team members to prepare for the negotiations. One day will be needed to write our proposals and most likely another day after we receive your proposals to review them and make final preparations."

The Union's official time proposal clearly stated that "[t]he Union negotiating team will be on Official Time throughout the negotiations and will be allow (sic) 40 hours of Official Time to prepare their proposals prior to January 15, 1999 and another 40 hours of Official Time to review and finalize plans after January 15, 1999."

On January 6, the parties reached tentative agreement on time, location and other logistical matters, and Respondent acknowledged that the Union's approval of the ground rules agreement was contingent on acceptance of the above official time arrangement by Warden Keohane. Linson testified that after this tentative agreement, on January 7, she explained to Warden Keohane "how Wanda Young wanted to use the 80 hours (8 hours per Team Member (5) prior to January 15, 1999, and 8 hours per Team Member (5) between January 15 and January 25, 1999, to prepare for the I&I Bargaining." Following that explanation, Warden Keohane instructed Linson that "he would grant them the 80 hours Official Time."

On January 11, the parties executed the ground rules agreement which provided the following:

> Official Time: Warden Keohane has granted the Union 80 hours of Official Time to prepare for the I&I Bargaining. The Union has stated these hours will be used in the following manner: 8 hours per Team Member (observer not included) prior to January 15, 1999, and 8 hours per Team Member (observer not included) between January 15 and January 25, 1999.

The similarity between Linson's explanation of the official time issue to the Warden, and the subsequent agreement's language concerning official time is understandable, since Linson was the person who wrote the agreement.

There is no doubt that Respondent's negotiators clearly understood the above official time arrangement when the Union twice proposed it; the Warden clearly understood the official time arrangement when Linson explained it; Linson clearly understood the official time arrangement when she wrote it; and Respondent clearly understood the official time arrangement when it signed the ground rules agreement on January 11.

C. The Warden's Rejection of the Union's Request for Official Time was not Based on a Reasonable Interpretation of the Agreement

It is abundantly clear in this case is that Warden Keohane's decision to deny the Union's two pre-January 15 official time requests was not based on any interpretation of the ground rules agreement. Again, Warden Keohane repeatedly testified, that the Union's first official time request, which was submitted on January 11, was denied simply because his name and the Union President's name were misspelled. This denial on January 12 clearly had nothing to do with any interpretation of the agreement but was simply an eccentricity of the Warden.

Again, the misspellings on the January 11 request included the misspelling of Young's first name as "Wand" rather than "Wanda," and the misspelling of Warden Keohane's name as "Koehane," transposing the "e" and the "o." Aside from the misspellings, the January 11 request identifies its subject as "Official Time"; it identifies Young as the Union President and Keohane as the Warden; it includes within its one sentence body a reference to the ground rules agreement and the upcoming January 25 negotiations. When the Warden handed the request back to someone in his office and said,

"Hey, you know, we need to get the names right here. Something's fishy about this," the Warden should have known with all these identifiers that he was rejecting a request for official time made pursuant to the ground rules agreement.[3]

The Union's second request that its negotiators receive official time for their Wednesday meeting was submitted immediately after it learned that the first request had been denied, at about 3:00 p.m. on Tuesday afternoon. Again, work schedules for the four negotiators had already been adjusted to allow their participation on Wednesday, and Linson certainly knew that these arrangements had already been made.[4] Young was assured by Linson that arrangements had been made for the negotiators to be off and that the Warden's signature was merely a "formality." Nonetheless, Warden Keohane denied this request as well, writing on the request, "Wanda, Denied. Not enough notice - Reschedule for next week - I got this at 3:30 pm!" In reality the Union submitted its request through regular channels on January 11, and any delay in processing that request cannot be attributed to any action by the Union.

D. *The Pre-January 15 Official Time Provision Goes to the Heart of the Parties' Ground Rules Agreement*

Respondent asserts a failure to prove that the alleged breach herein went to the heart of the parties agreement. Respondent reasons that Warden Keohane only denied the official time request for January 13 and that Young chose to reschedule the date to exchange proposals (originally January 15) to another mutually agreeable date. Furthermore, Respondent argues that no harm was done since Union team members received 40 hours on January 19 to prepare their proposals. The proposals were exchanged on January 20 and the Union team members received 40 hours on

[3] Considering that the parties had just concluded negotiations over official time which Warden Keohane was directly involved in, and that the Union's January 11 request, on its face, was the Union's request for official time under the ground rules agreement, Warden Keohane's claim that there was "something fishy" about the January 11 request is ridiculous.

[4] In making arrangements with their supervisors for their absence from the work site, the Union representatives satisfied the requirements set forth in Article 7 of the parties' collective bargaining agreement that they "request the time from their supervisor prior to leaving the work site."

January 20 to review Respondent's proposals. The Union therefore received the 80 hours they sought to prepare their proposals and review management's proposals. Thus, according to Respondent, the General Counsel failed to establish a clear and patent breach of the ground rules agreement or establish that the alleged breach went to the heart of the parties' agreement. In my view, this argument misses the point, since the parties clearly had agreed to specific times for the preparation and negotiations herein and the Warden, decided to change or modify those negotiated provisions for reasons that are totally unrelated to the ground rules agreement that the parties previously negotiated.

It is well settled that provisions within a negotiated agreement which pertain to an employee's ability to function as a union representative are sufficiently significant to be considered at the heart of the agreement. United States Air Force Academy, Colorado Springs, Colorado, 50 FLRA 498 (1995)(agency unilaterally imposed restrictions on amount of union representative's official time); Department of Defense, Warner Robins Air Logistics Center, Robins Air Force Base, Georgia, 40 FLRA 1211, 1219-20 (1991)(ground rules agreement repudiated by failure to assign worker to day shift to represent union in daytime negotiations).

Young testified, "[t]he very most important issue was the Official Time." As such, just two days before the parties reached agreement on their ground rules, Respondent's negotiator Lance Luria recognized that the Union's final acceptance of the entire agreement was contingent on resolution of the official time issue.

The significance of the official time provision of the ground rules agreement must be considered relative to the agreement's other terms. While either side might be concerned about the presence of telephones or beepers at the bargaining table, the agreement's provisions concerning those issues are far less significant than the agreed upon number of negotiators or the amount of official time allowed for Union preparation. In this regard, the official time guaranteed the Union is the only tangible, non-procedural element of this agreement and provides the context for the agreed upon dates for submission of proposals.

Because the official time provision directly related to the Union negotiators' ability to act in their representational capacities; because the entire ground rules agreement was contingent upon Respondent's acceptance of the official time provision; and because of the official time provision's significance relative to the agreement's

remaining provisions, the official time provision was at the heart of the parties' January 11 ground rules agreement. The agreement specified that official time would be provided before January 15, not January 19 or any time thereafter. Therefore, the Union's receipt of official time inconsistent with the agreement does not provide a defense since the express terms of an agreement should be followed and not unilaterally modified by either of the parties to the agreement. Otherwise, an agreement can be subject to change at the whim or caprice of either party.

In sum, Respondent's unwarranted rejection of the Union's two requests for official time, made pursuant to the unambiguous terms of the ground rules agreement negotiated by the parties constitutes a repudiation of the parties' agreement in violation of section 7116(a)(1) and (5) of the Statute. Department of Transportation, Federal Aviation Administration, Fort Worth, Texas and Professional Airways System Specialists, 55 FLRA No. 157 (September 30, 1999). Furthermore, the good-faith bargaining obligation imposed by section 7116(a)(5) presumes that parties will honor and stand behind their negotiated agreements. Respondent asserts that there was no bad faith bargaining in the totality of circumstances in this case. The total circumstances in this case include, however, a negotiated request being rejected because of a misspelling of names and the alleged inability to reschedule employees although arrangements for rescheduling were already in place or could have been in place since the Union submitted its request for official time a full day before the Warden fashioned his reasons for denying the request. Reasons which the record reveals had little or no validity. In this case, Respondent's arrogant approach to its obligations under the parties' ground rules agreement and its preposterous reasons for denying the Union's requests for official time are inconsistent with its statutory obligation of good faith bargaining.

Accordingly, it is found that Respondent's nullification of the Union's pre-January 15 official time, as expressly provided in the parties' ground rules agreement, constituted a repudiation of the ground rules agreement in violation of section 7116(a)(1) and (5) of the Statute. Furthermore, I find that Respondent's conduct concerning the ground rules agreement taken as a whole, constitutes bad faith bargaining in violation of 7116(a)(1) and (5) of the Statute.

Accordingly, I recommend that the Authority adopt the following Order:

ORDER

Pursuant to section 2423.41(c) of the Rules and Regulations of the Federal Labor Relations Authority and section 7118 of the Federal Service Labor-Management Relations Statute, the U.S. Department of Justice, Federal Bureau of Prisons, U.S. Medical Center for Federal Prisoners, Springfield, Missouri, shall:

1. Cease and desist from:

(a) Refusing to honor and abide by the ground rules agreements reached with the American Federation of Government Employees, Local 1612, AFL-CIO, the exclusive representative of its employees, such as the agreement executed on January 11, 1999, concerning the negotiations over changes in the Outpatient Department at the U.S. Medical Center for Federal Prisoners, Springfield, Missouri.

(b) Refusing to bargain in good faith with the American Federation of Government Employees, Local 1612, AFL-CIO.

(c) 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 action in order to effectuate the purposes and policies of the Statute:

(a) Post at the U.S. Medical Center for Federal Prisoners, Springfield, Missouri, where bargaining unit employees represented by the American Federation of Government Employees, Local 1612, AFL-CIO, are located, copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Warden, U.S. Medical Center for Federal Prisoners, Springfield, Missouri, 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.

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

Issued, Washington, DC, November 19, 1999.

_____

Eli Nash, Jr.
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the U.S. Department of Justice, Federal Bureau of Prisons, U.S. Medical Center for Federal Prisoners, Springfield, Missouri, has violated the Federal Service Labor-Management Relations Statute and has ordered us to post and abide by this Notice.

We Hereby Notify Bargaining Unit Employees that:

WE WILL NOT refuse to honor and abide by the ground rules agreements reached with the American Federation of Government Employees, Local 1612, AFL-CIO, the exclusive representative of our employees, such as the agreement executed on January 11, 1999, concerning the negotiations over changes in the Outpatient Department at the U.S. Medical Center for Federal Prisoners, Springfield, Missouri.

WE WILL NOT refuse to bargain in good faith with the American Federation Government Employees, Local 1612, AFL-CIO.

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.

_____

(Activity)

Date:_____

By:_____

(Signature)

(Title)

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

If employees have any questions concerning this Notice or compliance with any of its provisions, they may communicate directly with the Regional Director, Chicago Regional Office, Federal Labor Relations Authority, whose address is: 55 West Monroe, Suite 1150 Chicago, IL 60603, and whose telephone number is: (312) 353-6306.

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION** issued by ELI NASH, JR., Administrative Law Judge, in Case No. DE-CA-90285, were sent to the following parties:

CERTIFIED MAIL & RETURN RECEIPT	**CERTIFIED NOS**:
Greg Weddle, Esquire Federal Labor Relations Authority 55 W. Monroe Street, Suite 1150 Chicago, IL 60603	P168-059-681
Scot L. Gulick, Esquire Department of Justice, OGC 400 State Avenue Tower II, Rm. 802 Kansas City, KS 66101	P168-059-682
Wanda Young, President AFGE, Local 1612 1963 S. Newton Springfield, MO 65807	P168-059-683

REGULAR MAIL:

Bobby Harnage, President
AFGE, AFL-CIO
80 F Street, NW.
Washington, DC 20001

_____
CATHERINE L. TURNER, LEGAL TECHNICIAN

DATED: NOVEMBER 19, 1999
WASHINGTON, DC