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

DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE, WASHINGTON, D.C. AND INTERNAL REVENUE SERVICE, CHICAGO, ILLINOIS DISTRICT OFFICE Respondents	
and	Case No. 5-CA-70262
NATIONAL TREASURY EMPLOYEES UNION AND NATIONAL TREASURY EMPLOYEES UNION, CHAPTER 10 Charging Party	

Fern D. Trevino, Esq. and
Denis J. Conlon, Esq. and
Jeffrey J. Sieburg, Esq., on the brief
For the Respondents

Paul R. Klenck, Esq. and
Michael J. McAuley, Esq. and
David M. House, on the brief
For the Charging Party

Judith A. Ramey, 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 Respondents (herein collectively referred to as Respondent), the General Counsel of the Federal Labor

Relations Authority (herein the Authority), by the Regional Director for Region V, issued a Complaint and Notice of Hearing alleging Respondent violated the Statute by failing and refusing, upon request, to negotiate with the Union on the impact and implementation of relocating various Inspection Service employees from downtown Chicago to a suburban location.

A hearing on the Complaint was conducted in Chicago, Illinois at which all parties were represented by counsel and afforded full opportunity to adduce evidence, call, examine and cross-examine witnesses and argue orally. Briefs were filed by all parties and have been carefully considered.

Upon the entire record in this case,1/ 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 National Treasury Employees Union (herein NTEU) has been the exclusive collective bargaining representative of Department of the Treasury, Internal Revenue Service (herein IRS) professional and non-professional employees, with certain exclusions not material herein, and NTEU Chapter 10 has been an agent of NTEU with respect to IRS employees located within the Chicago, Illinois District Office. At all times material IRS and NTEU have been parties to a collective bargaining agreement covering unit employees including those located in the Chicago District Office. Chicago District unit employees are assigned to a headquarters office located at 230 South Dearborn Street in downtown Chicago and 10 widely scattered "suburban" offices or Ports of Duty (herein PODs). While most of the suburban offices are within the Chicago metropolitan area,2/ two are located about 90 miles from Chicago (Rockford and Ottawa, Illinois) and one is situated over 150

1/ Respondent's unopposed Motion to Correct the Transcript is hereby granted.

2/ These PODs are all 15 miles or more from Headquarters and are located in the suburban areas of Lincolnwood, Mundelein, Schaumburg, Lombard, Aurora and Markham. One additional POD is located south of metropolitan Chicago and is referred to the "South Area" office.

miles from Chicago in Davenport, Iowa. Of the approximately 2000 unit employees in the Chicago District, about 1300 are employed in Headquarters and the remainder disbursed among the PODs.

The Chicago District has within it an Office of Regional Inspector (herein Regional Inspection) which is comprised of an Internal Audit Division and an Internal Security Division. The Audit Division is responsible for reviewing Regional practices and procedures. Internal Security conducts employee background investigations, administrative misconduct investigations and criminal investigations. Until April 1987 Regional Inspection and all of its employees were located at 230 South Dearborn after which the Regional Inspection headquarters moved to 35 East Wacker Drive, about six blocks away. Currently, twenty Inspectors are assigned to East Wacker and four Inspectors remain at South Dearborn.

Inspectors are not included in the collective bargaining unit. However, Inspectors from Internal Security may be called upon to interview bargaining unit employees, and other employees, in matters concerning allegations of employee criminal misconduct, administrative misconduct, and background investigations of newly hired employees. Interviews of employees also occur where the particular employee is not the subject of the investigation but is a "third-party" witness. Such investigations might involve a variety of situations including employee misconduct and allegations of threats, assaults, impersonations and attempts by taxpayers to bribe employees.

The time (during or outside normal duty hours) and place of an employee interview is determined by Internal Security primarily based upon the nature of the investigation. Also considered is the convenience and privacy of the employee and the disruptive effect on other employees. Thus, employee interviews can occur at Regional Inspection headquarters (35 East Wacker), 230 South Dearborn or at any of the suburban PODs where employees may work. However, the record reveals that in 1985 and 1986 the vast majority of employee interviews were conducted at Regional Inspection headquarters. The record further reveals that many third-party interviews are conducted at restaurants, employee homes or at other locations. While interviews normally occur during an employee's regular duty hours, they also occur on off-duty time including weekends. Employee attendance is mandatory. With regard to interviews wherein a unit employee is the subject of the investigation and indeed some third-party

interviews,3/ the Union is given an opportunity to be present at the election of the employee involved if the employee has reason to believe that the interview may result in disciplinary action being taken against the employee, pursuant to the provisions of section 7114(a)(2)(B) of the Statute.4/

For the past four or five years the Union has generally designated unit employee Bruce Killian, a Union steward and officer, to act as Union representative for unit employees interviewed by Internal Security. Killian is stationed at Chicago District Headquarters (230 South Dearborn). However, other Union stewards located at 230 South Dearborn and PODs have also on occasion acted as Union representatives during employee interviews.

In 1987 Internal Security conducted approximately 21 subject interviews of unit employees and in 1986, 13 such interviews were conducted. About 20 subject interviews of unit employees took place in 1985. Further, third-party interviews of employees occur at a ratio of five or six to one subject interview. Interviews generally last between ten minutes and four hours and some interviews require more than one session regarding a particular situation. Testimony revealed that in the past, since most interviews occurred at Inspection headquarters (35 East Wacker), Union representa-

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3/ Request for Union representation at third-party interviews is apparently infrequent.

4/ Section 7114(a)(2)(B) of the Statute provides:

> "(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at-
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> > "(B) any examination of any employee in the unit by a representative of the agency in connection with an investigation if-
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> > > "(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
> > >
> > > "(ii) the employee requests representation."

tive Killian walked from his office at 230 South Dearborn to the interview and transportation costs were incurred by the Union only once. On that occasion, when Killian incurred cab fee in going from one location to the other, Chicago District Labor Relations Officer, Chief John Grobe, informed Killian that the cab fee was not reimbursable. However, testimony further revealed that when employees were instructed to travel to locations other than their worksite for an interview, they are paid upon submission of a travel voucher. Interviews generally occur on the same day the employee receives notification or on the following day.

In December, 1986 Labor Relations Chief Grobe notified Charles Turek, Chapter 10 Chief Steward, that the Inspection Service group was to be relocated either to the Lombard POD or a building in the suburb of Lisle, which is over 30 miles from downtown Chicago. Subsequently, the Union had various meetings with Grobe at which Turek voiced the Union's concerns regarding what Turek felt were undue hardships the relocation would place on employees who might not have an automobile and might therefore have to rely on public transportation when traveling to the new location and the availability of Union representatives as well. On January 5, 1987 Grobe sent the following letter to Turek:

> "This letter is in response to your concerns about employees being required to travel to a west suburban location for conduct interviews after the Inspection Service relocates.
>
> "While it can't be ruled out that employees may have to travel to the west suburban post of duty for conduct interviews, the Inspection Service will attempt to balance the needs of the Service with the convenience of the employees.
>
> "At most only a small number of employees will be affected. In conduct investigations the third party witnesses are interviewed at their offices, while only the subjects are interviewed at Inspection. Also, transportation to and from the interview site is reimbursable."

Lisle was designated as the new location for Inspection Service. The Lisle facility would house 20 Inspectors and four would remain at the 230 South Dearborn headquarters building. By letter dated March 3, 1987 Turek demanded

Chicago District negotiate with the Union on the matter and submitted the following "demands":

"1. Employees having to report to Inspection will do so during their normal work schedule.

"2. Employees having to travel to Inspection interviews will be entitled to receive travel advance.

"3. Where there is no direct transportation available employees will be allowed and reimbursed for cab fares.

"4. The scheduling of interviews will take into account travel time necessary for the employee to travel to and from said interviews during normal duty hours.

"5. The scheduling of interviews will take into account the availability of a Union Representative when requested.

"6. Union Representatives will be entitled to travel reimbursement."

Management replied to the Union by letter dated April 21 as follows:

"This letter is in response to Mr. Charles Turek's letter of March 3, 1987 regarding the relocation of the Inspection Service to a west suburban location. In this letter six bargaining demands were presented.

"You are, of course, aware that an Inspection Service group will be housed in the headquarters building.

"We realize the concerns you have about the relocation, and you can be assured that all of the current rules and regulations regarding travel, transportation reimbursement, and union representation will continue in effect. It is our position that the relocation of the Inspection Service has no effect on the conditions of employment of

bargaining unit employees, and represents no change from current practices. We refuse to bargain on your demands."

On May 4, 1987 the Union filed the unfair labor practice charge herein. The move to Lisle was scheduled for some time in November 1987.5/ The Lisle facility is located approximately one-half mile from a train station which runs to downtown Chicago and no public transportation runs between the train station and the office.

Geographically the PODs fan out from north to east to south of downtown Chicago. Various rail lines run between downtown Chicago and the surrounding suburbs and numerous bus routes criss-cross the entire areas. Judging from the location of many of the PODs in relation to the rail lines and public transportation facilities available, as shown in an official map of the Chicago area public transportation services, it appears that while some employees at the PODs might find the Lisle location more convenient to report to than downtown Chicago for an investigative interview, many employees would find it more convenient to continue to report downtown. Obviously those employees located at District Headquarters would find the downtown location more convenient for such purposes.

Respondent's Regional Inspector Joseph Jech testified that after the relocation Respondent intends to continue its practices of considering the convenience of employees when selecting an interview site. Thus Jech anticipates Headquarters employees and employees from Markham, Lincolnwood and "probably" South Area PODs will be interviewed at Headquarters (230 South Dearborn) while the remaining POD employees will be interviewed at the Lisle location.

Discussion and Conclusions

The Complaint alleges Respondent violated the Statute when it refused to bargain with the Union on matters

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5/ The record does not disclose that the relocation is other than permanent.

concerning the impact and implementation of the relocation of Internal Security offices on bargaining unit employees.6/

Respondent contends: the relocation of the Inspection Service office does not constitute a change in employment conditions; if a change occurred the impact therefrom was de minimis, and; the specific proposals submitted by the Union were not negotiable.

Essentially Respondent contends no change in working conditions occurred herein since none of Respondent's policies, practices or procedures concerning interviews changed. Thus Respondent asserts the time and location of interviews will still be determined by Internal Security based upon investigative needs with consideration given to employee convenience; no change will result in continuing requiring employees to travel to Inspection regardless of distance from the POD; the practice of making transportation available to an employee when the employee is directed to go for an interview to another location to which no public transportation is available will continue.

I find relocating the majority of Inspection Service to Lisle constituted a change in a condition of employment of unit employees and the effect of such change was more than de minimis. Respondent clearly retains control of when and where employee investigations will occur and indeed, as Respondent acknowledges in its brief, employees will still be required to report to Inspection for subject interviews. That aspect of the case is not challenged. True a parti-

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6/ Section 7106(b)(2) and (3) of the Statute provides:

"(b) Nothing in this section shall preclude any agency and any labor organization from negotiating-

. . . . .

"(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

"(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management official."

cular "practice" developed when Inspection Service was located at 35 East Wacker. But that "practice" was tied to the location of Inspection Service. However, relocating 20 out of 24 Inspectors to a suburban location will obviously require some employees to now proceed to Lisle as opposed to downtown Chicago for interviews. Considering the widespread locations of Respondent's PODs in a large metropolitan area, traveling to this site will obviously be substantially more inconvenient to some employees than reporting to downtown Chicago. The inconvenience factor will occur in some cases regardless of whether private or public transportation is utilized.7/ The same can be said for Union representatives who, due to the relocation of Inspection, will now be required to travel to Lisle to represent unit employees during interviews when no such requirement existed previously. Regardless of Respondent's "intentions" to continue its practice of considering the convenience of the employee when the site for the interview is selected, Respondent nevertheless maintains ultimate control as to where the interview will be conducted. No matter what its current "intentions" are, Respondent is free to alter the past practice and a new location for interviews will have already been established with the relocation to Lisle. Thus it is reasonably foreseeable that Lisle with its large number of inspectors may well be used more often for an interview site than originally anticipated. In any event, a new location for interviews has been established and employees not previously required to travel to Lisle will now be faced with that prospect, a change in a prior condition of employment.

In Department of Health and Human Services, Social Security Administration, 24 FLRA 403 (1986) the Authority issued modified standards to be used in determining whether a change in conditions of employment would be declared de minimis and therefore relieve an agency from any bargaining obligation regarding the change. In that case the Authority held, inter alia, that in deciding such matters it would

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7/ I find no merit to Respondent's contention that no change should be recognized since Respondent's general practice and procedures concerning employee interviews remained the same. See Social Security Administration, Office of Hearing and Appeals, Region II, New York, New York, 19 FLRA 328 (1985) at 343-344 and Social Security Administration (Baltimore, Maryland), et al., 21 FLRA 546 (1986).

place principle emphasis on such general areas as the nature and effect, or reasonably foreseeable effect, of the change on employees and take account of equitable considerations as well. The Authority further stated the number of employees involved will not be a controlling factor in limiting the number of situations where bargaining would be required. Applying these standards to the circumstances herein, and particularly considering the nature and seriousness of the confrontation between an employee and an Investigator and the substantial statutory right of an employee to have representation available during such a meeting, after balancing the various interests involved I reject Respondent's contention that the effect of the relocation on unit employees is de minimis.

When the Union requested bargaining on the relocation Management responded on April 21, 1987, supra, that it was ". . . our position that the relocation of the Inspection Service has no effect on the conditions of employment of bargaining unit employees, and represents no change from current practice." It is clear from the thrust of management's reply that Respondent considered it had no obligation to bargain on the relocation regardless of what specific proposals were made by the Union. Thus, its refusal was not only to the specific Union proposals but a general refusal as well which, in effect, conveyed the message that no proposals the Union might proffer would be negotiable on this matter. Indeed, counsel for Respondent essentially acknowledged this at the hearing. Accordingly, I conclude that apart from Respondent's refusal to bargain on the Union's specific proposals submitted on March 3, 1987, supra, Respondent also refused to bargain with the Union on any aspect of the relocation and by such conduct violated the Statute.

Turning now to the specific Union proposals:
"1. Employees having to report to Inspection will do so during their normal work schedule."

Respondent contends Proposal 1 interferes with management's right under section 7106(a)(1) of the Statute to control its own security practices.8/

8/ Section 7106(a)(1) of the Statute grants management the right to unilaterally ". . . determine the mission, budget, organization, number of employees, and internal security practices of the agency."

The Authority has held that in evaluating a negotiation proposal described as an "appropriate arrangement" (impact) under section 7106(b)(3) of the Statute, supra, it would apply a test of whether the implementation of the proposal results in "excessive interference" with a right reserved to management. National Association of Government Employees, Local R14-87 and Kansas Army National Guard, 21 FLRA 24 (1986). In that case the Authority also set forth various illustrative factors to be considered in making the determination, noting however that the totality of the facts and circumstances must be taken into account in resolving such an issue. Further, in Kansas Army National Guard the Authority also indicated when evaluating a "procedure" (implementation) proposal under section 7106(b)(2) of the Statute, supra, the "direct interference" with a management right test was applicable in determining the negotiability of the proposal.

It is undisputed in the case herein that Internal Security (Inspection) has an absolute right to determine the time and place of employee interviews. A requirement that employees report to an interview during their working hours would preclude Internal Security from interviewing a witness off duty hours even though Internal Security might determine that an off-site, off-duty hour interview was called for given the nature of the matter under investigation. In my view such a requirement would directly and excessively interfere with management's right to control its own security practices and is therefore nonnegotiable. Cf. National Federation of Federal Employees, Local 1300 and General Services Administration, 18 FLRA 789 (1985). But see National Treasury Employees Union and Department of the Treasury, U.S. Customs Service, 9 FLRA 983 (1982), proposal Article 3, Section 12G.

"2. Employees having to travel to Inspection interviews will be entitled to receive travel advance."

Respondent contends Proposal 2 directly conflicts with and is violative of the parties collective bargaining agreement and therefore the contractual grievance machinery is the appropriate forum to treat this question. Respondent

argues that the proposal is inconsistent with Article 29, Section 2A and B of the agreement which provides:9/

> "A. Any employee traveling on official business is entitled to an advance of funds to cover per diem or actual subsistence expenses, mileage for use of a privately owned conveyance and other transportation expenses. Travel advances will be made available prior to the date of departure to those employees who make timely application. The amount of the advance should be based on such factors as the nature and probable duration of the travel to be performed. Normally, the amount of the advance will not be less that $50.00.
>
> "B. In cases of emergency job related travel, the Employer will attempt to accommodate a traveler needing an advance from the Imprest Fund.

"Respondent finds support for its position in the Authority's holding in Internal Revenue Service, Washington, D.C. and Internal Revenue Service, Denver District, Denver, Colorado, 27 FLRA 664 (1987) (herein IRS Washington and Denver). In that case the Authority held that where a party in a negotiability dispute contends that the proposal under consideration is "inconsistent" with the agreement or the agreement "bars" negotiations over the proposal, and it can be concluded that the dispute is in reality "purely a matter of differing and arguable interpretations of their collective bargaining agreement," then the appropriate avenue for resolution of the dispute is the negotiated grievance procedure, not unfair labor practice procedures and the proposal would be nonnegotiable. However, the Authority further held that a claim that the proposal merely was "extensively covered"

9/ Respondent also refers to Article 47, Section 2B of the agreement which provides:

> "All local mid-term agreements, including those extended or renegotiated pursuant to subsection A above and AWS agreements, must be consistent with the terms of this Agreement, national mid-term agreements in effect and any existing laws, and government-wide rules and regulations."

by the parties' contract would not provide a basis for declaring the proposal nonnegotiable.

In the case herein Respondent avers that Proposal 2 conflicts with the parties' agreement since under the proposal an employee reporting for an interview would automatically receive a travel advance whereas under the contract, according to Respondent's interpretation, the employee would receive an advance only in cases of emergency job related travel. The Union contends Proposal 2 merely seeks to clarify existing employees' rights.

In view of the Authority's holding in IRS Washington and Denver, supra, it appears the Authority would find the dispute herein to be a matter of differing and arguable interpretations of the parties' collective bargaining agreement. Thus, as in IRS Washington and Denver, the contract clause arguably covers the situation in dispute and, depending upon the meaning and scope given to the clause, the matter addressed by the proposal at issue might or might not be declared covered by the existing contract clause. Accordingly I find the appropriate avenue for resolution of this dispute lies in the parties' collective bargaining agreement and I find Proposal 2 to be nonnegotiable.

"3. Where there is no direct transportation available employees will be allowed and reimbursed for cab fares."

Respondent contends this proposal is inconsistent with Government-wide regulations pertaining to travel, refering to various sections of GSA Travel Regulations (GSA Bulletin FPMR A-40),10/ Supp. 1, Part 3, sections 1-3.1, 1-3.2 and 1-2.3). The Union contends Respondent has the discretion under the regulations to negotiate with the Union on the matter.

From my reading of the regulations Respondent may authorize use of taxicabs where a determination is made that such use is advantageous to the Government. Thus it appears that the regulations do not preclude Respondent from exercising its discretion and determining through negotiations that taxicab use, in the specific situation wherein an employee is called to an investigative interview and where there is no "direct transportation" available to an employee,

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10/ Federal Property Management Regulations.

is advantageous to the Government in furtherance of its duty to investigate certain conduct. Accordingly, I find Proposal 3 to be negotiable. Cf. General Services Administration and American Federation of Government Employees, AFL-CIO, Council 236, 21 FLRA 125 (1986) at 128, 129.

"4. The scheduling of interviews will take into account travel time necessary for the employee to travel to and from said interviews during normal duty hours."

An element of the proposal is the requirement that interviews will occur during an employee's normal duty hours. Accordingly, for the reasons set forth above relative to Proposal 1, I find Proposal 4 to be nonnegotiable.

"5. The scheduling of interviews will take into account the availability of a Union Representative when requested."

Respondent contends that if a Union representative is unavailable, the proposal could unreasonably delay the scheduling of the interview and thereby interfere with management's right to control internal security. Respondent argues that the unavailability of a Union representative for an extended period of time could present, as one witness testified, "an impossible situation." Testimony reveals that the agency has delayed interviews for a half hour or even half a day in order to accommodate a Union representative.11/ However, the Union Chief Steward acknowledged if this proposal was in effect when Inspection Service was conducting simultaneous interviews of employees at a POD, the Union would be able to interfere with Inspection's right to control the time of scheduling the interview.

The situation herein presents a clash of a management right to regulate the timing of interviews flowing from the Statutory right to control its internal security with the Union's Statutory right to be given an opportunity to be

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11/ Section 634.3(4) of the Inspector's Handbook, an IRS publication, provides that an employee who is being interviewed ". . . will be given a reasonable amount of time to obtain (union) representation." Article 5 of the collective bargaining agreement reflects an employee's right granted in section 7114(a)(2)(B)(3) of the Statute and states that upon request for representation, a union representative will be allowed.

present at an examination of a unit employee. Evaluating the facts presented herein and considering the competing rights and interests, I conclude that while Proposal 5 can in some situations doubtless interfere in some degree with the scheduling of interviews, the proposal does not negate nor excessively interfere with management's rights to control its internal security and accordingly I find the proposal to be negotiable. Cf. American Federation of Government Employees, AFL-CIO, National Immigration and Naturalization Service and U.S. Department of Justice, INS, 8 FLRA 347 (1982). See also National Treasury Employees Union and Internal Revenue Service, 24 FLRA 249 (1986).

"6. Union Representatives will be entitled to travel reimbursement."

Respondent contends that like Proposal 2, supra, Proposal 6 directly conflicts with and is violative of the collective bargaining agreement and therefore the contractual grievance machinery is the appropriate forum to treat this question. Respondent argues that Article 9, Section (2)(K)(8) of the contract states that an employee who is the subject of an examination in connection with an investigation will receive official time and reimbursement for travel in connection with the examination. On the other hand, Article 9, Section (2)(C) and (D) of the contract grants official time to Union representatives for participation at such investigatory interviews, including travel time in connection with such meetings, and the contract omits any reference of reimbursement for such travel.

Respondent concludes that the above facts indicate the proposal conflicts with the contract. I disagree. Although Respondent suggests a matter of differing and arguable interpretations of the contract exist, I find no such differing and arguable interpretations exist in this matter. The contract is simply silent regarding reimbursement to a Union representative. Respondent is in reality urging that a "waiver" exist. Cf. IRS Washington and Denver, supra, fn. 2. However, the absence of a provision specifically treating reimbursement to Union representatives for travel in connection with investigative interviews does not constitute a waiver of a Statutory right. Accordingly, I conclude that Proposal 6 is negotiable. National Treasury Employees Union and Department of the Treasury, U.S. Customs Service, 21 FLRA 6 (1986).

In view of the entire foregoing I conclude Respondent by its general failure and refusal to bargain with the Union on

any aspect of the relocation and Respondent's specific failure and refusal to bargain on Proposals 3, 5 and 6, violated section 7116(a)(1) and (5) of the Statute and recommend the Authority issue the following:

ORDER

Pursuant to section 2423.29 of the Rules and Regulations of the Federal Labor Relations Authority and section 7118 of the Federal Service Labor-Management Relations Statute, the Authority hereby orders that the Department of the Treasury, Internal Revenue Service, Chicago, Illinois District Office shall:

1. Cease and desist from:

(a) Failing and refusing to bargain with National Treasury Employees Union, Chapter 10, the agent for National Treasury Employees Union, the employees' exclusive representative, concerning the impact and implementation of relocating Inspection Service employees from downtown Chicago to Lisle.

(b) In any like or related manner, interfering with, restraining, or coercing 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 Federal Service Labor-Management Relations Statute:

(a) Bargain in good faith with National Treasury Employees Union, Chapter 10, the agent for National Treasury Employees Union, the employees' exclusive representative, concerning the impact and implementation of relocating Inspection Service employees from downtown Chicago to Lisle which includes negotiating proposals 3, 5 and 6 submitted by the Union on March 3, 1987.

(b) Post at its Chicago, Illinois District Office and Posts of Duty 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 District Director 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 V, Federal Labor Relations Authority, 175 W. Jackson Boulevard, Suite 1359-A, Chicago, IL 60604, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

SALVATORE J. ARRIGO
Administrative Law Judge

Dated: March 8, 1988
Washington, D.C.

NOTICE TO ALL EMPLOYEES

PURSUANT TO

A DECISION AND ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

AND IN ORDER TO EFFECTUATE THE POLICIES OF

CHAPTER 71 OF TITLE 5 OF THE

UNITED STATES CODE

FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT fail or refuse to bargain with National Treasury Employees Union, Chapter 10, the agent for National Treasury Employees Union, the employees' exclusive representative, concerning the impact and implementation of relocating Inspection Service employees from downtown Chicago to Lisle.

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 bargain in good faith with National Treasury Employees Union, Chapter 10, the agent for National Treasury Employees Union, the employees' exclusive representative, concerning the impact and implementation of relocating Inspection Service employees from downtown Chicago to Lisle which includes negotiating proposals 3, 5 and 6 submitted by the Union on March 3, 1987.

_____

(Agency or Activity)

Dated: _____ By: _____

(Signature)

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

If employees have any questions concerning this Notice or compliance with any of its provisions, they may communicate directly with the Regional Director of the Federal Labor Relations Authority, Region V, whose address is: 175 W. Jackson Boulevard, Suite 1359-A, Chicago, IL, and whose telephone number is: (312) 353-6306.