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

U.S. DEPARTMENT OF LABOR (WASHINGTON, D.C.) AND U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION (BOSTON, MASSACHUSETTS) Respondent	
and	Case No. 1-CA-80008
U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION (WASHINGTON, D.C.) AND U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BOSTON, MASSACHUSETTS) Respondent	
and	Case No. 1-CA-80015
U.S. DEPARTMENT OF LABOR (WASHINGTON, D.C.) AND U.S. DEPARTMENT OF LABOR OFFICE OF THE ASSISTANT SECRETARY FOR ADMINISTRATION AND MANAGEMENT (BOSTON, MASSACHUSETTS) Respondent	
and	Case No. 1-CA-80065
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO NATIONAL COUNCIL OF FIELD LABOR LOCALS, LOCAL 948 Charging Party	

Michael J. Ward, Esq.
Robert Giuliano
For Respondents

Paul R. Tracy
For Charging Party

Gerard M. Greene, Esq.
For General Counsel of FLRA

Before: SAMUEL A. CHAITOVITZ
Administrative Law Judge

DECISION

Statement of the Case

This is a proceeding under the Federal Service Labor-Management Relations Statute, as amended, 5 U.S.C. § 7101, et seq., (hereinafter called the Statute), and the Rules and Regulations of the Federal Labor Relations Authority (FLRA), 5 C.F.R. Chapter XIV, § 2410 et seq.

Pursuant to charges filed by the American Federation of Government Employees, AFL-CIO, National Council of Field Labor Locals, Local 948, (herein called AFGE Local 948), against the U.S. Department of Labor, Washington, D.C. and U.S. Department of Labor, Employment Standards Administration, Boston, Massachusetts (herein called DOL and ESA) in Case No. 1-CA-80008; against U.S. Department of Labor, Employment Standards Administration, Washington, D.C. and U.S. Department of Labor, Bureau of Labor Statistics, Boston, Massachusetts (herein called ESA Washington and BLS) in Case No. 1-CA-80015; and against DOL and U.S. Department of Labor, Office of the Assistant Secretary for Administration and Management, Boston, Massachusetts (herein called OASAM)1/ in Case No. 1-CA-80065 the General Counsel of the FLRA by the Director of Region I issued a Further Order Consolidating cases and Amended Complaint alleging that Respondent violated Section 7116(a)(1) and (2) of the Statute by removing, or by ceasing to provide, hot/cold water coolers at the Boston offices of ESA, BLS and OASAM because AFGE

1/ All of the above are collectively referred to as Respondent.

Local 948 had filed a grievance over management's failure to provide a water cooler at the Boston Office of the U.S. Department of Labor, Wage and Hour Division (herein called W&H), and alleging that Respondent violated Sections 7116(a)(1) and (5) of the Statute by unilaterally changing conditions of employment by ceasing to provide hot/cold water coolers at the ESA, BLS and OASAM without providing the exclusive representative of its employees, American Federation of Government Employees, AFL-CIO, National Council of Field Labor Locals, (herein called the Council or the Union), or the Union's agent, AFGE Local 948, notice of the decision or an opportunity to bargain over the above described decision or its impact and implementation. Respondent filed an Amended Answer denying it had violated the Statute.

A hearing was held before the undersigned in Boston, Massachusetts. AFGE Local 948, Respondent and General Counsel of the FLRA were represented and afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence and to argue orally. Briefs were filed and have been fully considered.

Based upon the entire record in this matter, my observation of the witnesses and their demeanor, and my evaluation of the evidence I make the following:

Findings of Fact

The Council, is a labor organization and is the exclusive collective for a unit of all DOL employees stationed throughout the nation in field duty stations including DOL employees employed in Boston by ESA, BLS and OASAM. AFGE Local 948 is a labor organization and is authorized as an agent of the Council for representing employees in Boston of ESA, BLS, and OASAM.

The ESA Regional Office is located on the 16th floor of the John F. Kennedy Federal Building in Boston, Massachusetts (herein called the JFK Building). ESA shares its 16th Floor space with the Regional Offices of DOL's Office of Federal Contract Compliance Program (OFCCP) and the Wage and Hour Division (W&H), both programs under ESA's administration. Some employees of ESA, OFCCP and W&H are in the bargaining unit represented by AFGE Local 948. Walter Parker has served as Regional Administrator of ESA for 16 years and his office is on the 16th floor of the JFK Building. The W&H

office is headed by William Smith, a subordinate of Parker. W&H has another office in the Boston Area, located in the Park Square Building, which is headed by Corey Surett, who reports to Smith.

BLS has an office on the 16th floor of the JFK Building. Anthony Ferrara has been Regional Commissioner of BLS at all times material and reports to the Commissioner of BLS in Washington, D.C. for supervision, not to ESA. About 40 bargaining unit employees work for BLS on the 16th floor of the JFK Building.

The OASAM Regional Office is located on the 18th floor of the JFK Building. Janis Carreiro has been Regional Administrator of OASAM since November of 1986. Before being placed in this position, Carreiro had served as Executive Assistant to Parker for 5 years. As Regional Administrator of OASAM Carreiro does not report to Parker for supervision. Carreiro's predecessor as Regional Administrator of OASAM was William Foley. Bargaining unit employees work in the 18th floor office of OASAM.

In 1985 or early 1986 Foley approved the expenditure of funds to lease a water cooler for the employees on the 18th floor because he felt the water supply in the hall of the JFK Building2/ was inadequate to meet the minimum needs of the employees. The water cooler provided hot and cold water. The additional cost for the hot water was considered minimal by Foley. Foley did not feel he needed approval of his superiors to provide the water cooler, and therefore did not obtain such approval and he did not notify AFGE Local 948. The employees on the 18th floor had unrestricted use of the hot and cold water cooler at all times of the work day. After Carreiro took over OASAM in November 1986, the water cooler remained available for the use of OASAM staff, including bargaining unit employees. Carreiro used the water cooler.

During the late summer of 1986 BLS under the direction of Ferrara submitted a requisition for two water coolers for its 16th floor offices. There were problems with the 16th floor drinking fountains. The requested water coolers provided hot and cold water. One water cooler was installed in the public area, and was used throughout the day by unit

---

2/ The water fountains provided by the JFK Building in the halls will hereinafter be called "bubblers" or "water fountains." The leased items will be called "water coolers."

employees, supervisors and members of the public; and the other water cooler was placed in the secured area and was used throughout the day by unit employees and supervisors.3/

In October 1986 ESA Regional Administrator Walter Parker approved the installation of a water cooler in his 16th floor work area, upon the request of his executive assistant, because there was inadequate pressure in the bubblers and because Parker felt the water in the bubblers was bad, as was the water in the rest rooms. Parker sent the request to OASAM which cut a requisition for a one year lease of a hot and cold water cooler, and the purchase of water and cups. The effective date was November 1, 1986 and the water cooler was installed soon thereafter. This water was available for use by unit employees and supervisors throughout the work day.

At the time all of the above water coolers were installed there was a snack bar on the 18th floor of the JFK Building, directly outside the OASAM office, there were two other snack bars on other floors and a cafeteria on the 2nd floor. There were apparently rest rooms and bubblers on all floors relevant herein.

In March 1987 AFGE Local 948 included on the agenda of a labor-management meeting a request for a water cooler at the Boston Area Wage & Hour Office in the Park Square Building, noting that there were many water coolers in the DOL space at the JFK Building. This matter was discussed at a meeting of AFGE Local 948 representatives and Parker, Carreiro, Giuliano and Assistant Regional Administrator for Wage and Hour Smith. Parker stated that it wasn't DOL's direct responsibility to provide the water at the Park Square Building, rather it was GSA's and that this labor-management meeting was not the proper place to raise this issue. Parker suggested a letter to GSA and Carreiro volunteered to write it. After an exchange of correspondence Parker advised AFGE Local 948 that neither GSA nor ESA would provide water at the Park Square Building, and that the W&H Area Office would be moving to Post Office and Court House Building in June 1987. 4/

3/ Ferrara used the water coolers. Union Steward John Swafford used the hot water to make tea, two or three times a day on his doctor's instructions, to alleviate asthma.

4/ It hadn't yet moved for a year and a half after that date.

AFGE Local 948 then leased a water cooler for the Park Square Building and filed a grievance alleging ESA's failure to provide water violated the contract. The grievance asked ESA to install a water cooler and reimburse AFGE Local 948 for its expenses in providing the water. AFGE Local 948 also filed a complaint with OSHA concerning the failure to provide drinking water in the Park Square Building.

In early May of 1987, Gerald Corrao, who had been Parker's Executive Assistant since January 1987, advised Parker that Carrao felt they could not justify paying for the water coolers because there was adequate drinking water in the building. Carrao's opinion was based on information he received pursuant to his inquiries of OASAM and possibly "the national office."5/

On May 5, 1987 Parker issued a memorandum to all employees working in his area that "Due to circumstances that have arisen" ESA would no longer provide funds for the water cooler on the 16th floor in W&H Regional Office. The memorandum stated that as of May 12, 1987 the service would be cancelled and the employees, if they wished to continue the service, would have to assume the expense. Two weeks later the water cooler was removed and ESA had to pay $69, the amount remaining on its lease agreement.6/

On May 7, 1987, Parker denied the grievance at Step 2. Parker also responded to the OSHA Complaint.

In May 1987 Carreiro's financial management advisor Ellsworth Cole spoke to Norm Perkins, an employee of DOL's Comptroller's Office in Washington, D.C., on one occasion and as a result of that conversation Cole advised Carreiro that unless there was a justifiable reason to continue the payment for the water coolers, it was an inappropriate expense.

On May 28, 1987, Carreiro advised the Regional Executive Committee (REC)7/ about water coolers. Carreiro advised REC that if the availability and potability problems of the water

---

5/ Carrao did not recall to whom he spoke.

6/ Also on May 5, 1987 Corrao sent a memorandum to Carreiro at OASAM advising her that the water fountains in the hall on the 16th floor were in need of repair.

7/ The REC is made up of all DOL regional administrators. Parker did not attend, but Corrao did and advised Parker what had been discussed.

in the JFK Building had been resolved, it would be inappropriate to continue paying for water coolers.8/ She stated she wanted to look into the matter further, but if she were right, she would recommend that, at the end of the fiscal year, they would not renew the purchase orders for the water coolers.9/

Carreiro determined that the water situation in the JFK Building had been improved significantly and that the water was potable.

In August 1987 Carreiro advised REC that unless an agency could specifically justify continued rental of the coolers, she would not permit her office to process renewal purchase orders. Carreiro advised Ferrara, in response to a question, that either unavailability of water or its nonpotability would justify water coolers, and neither condition existed in the JFK Building.

In June 1987 AFGE Local 948 included drinking water quality in the JFK Building on the agenda for the quarterly labor-management meeting. AFGE Local 948 had water samples from the 16th and 18th floors of the JFK Building tested in August 1987 and the tests revealed a high sodium concentration. These test results were furnished to management. The Union tests were inconsistent with other tests furnished to Carreiro earlier and shortly before the hearing herein.10/

In September of 1987 the grievance over the drinking water in the Park Square Building was resolved when GSA reimbursed AFGE Local 948 for the money it had spent providing water at the Park Square Building.11/

8/ During April 1987 Carreiro determined that the water situation in JFK Building had improved. She ordered a sampling of water and determined it was potable and that the water coolers were no longer needed.

9/ Carreiro started looking into the appropriateness of providing the water coolers after she dealt with the issue of providing water at the Park Square Building. Carreiro would not have looked into the water cooler issue if AFGE Local 948 had not raised in the March agenda.

10/ The most recent tests showed somewhat elevated concentrations of iron and copper.

11/ The Park Square Building had two restaurants on the first floor and there were rest rooms on the 10th floor, where the Area Office of W&H was located.

On October 6, 1987 the two water coolers in the BLS office were removed. AFGE Local 948 representatives approached Ferrara, asked that the water coolers be reinstalled and Ferrara refused, stating that it would be an improper expenditure of government funds. AFGE Local 948 representatives then asked Ferrara if the employees could assume the cost of the water coolers. Ferrara refused.

Union President Tracy approached Carreiro early in the second week of October 1987 and asked Carreiro if the two water coolers could be restored in the BLS space. Carreiro refused stating the REC had decided that in the JFK Building it would be an improper expenditure of government funds and that she didn't consider the water coolers working conditions, therefore the Union wasn't entitled to notice.

In November 1987 Tracy visited the OASAM office on the 18th floor of the JFK Building and saw a notice signed by Carreiro and dated November 1 on the water cooler. The notice announced the establishment of a "water cooler fund" and it indicated 100% of the OASAM employees were interested in participating in the fund.

AFGE Local 948 President Tracy is the official designated by the Union to receive notice of change in working conditions. Respondent did not notify AFGE local 948 that Respondent had decided to no longer pay for the ESA water cooler and to remove the two water coolers in the BLS office, nor was the Union notified of the decision by OASAM not to pay for the water cooler in the OASAM office and to establish a fund for employee contributions to maintain the water cooler.

DOL has discretion to purchase decorations and graphics to decorate office space. Such items can be purchased by OASAM from venders listed in GSA catalogues.

Discussion and Conclusions of Law

The General Counsel of the FLRA contends that DOL and its components violated Sections 7116(a)(1) and (2) of the Statute by removing or ceasing to provide the water coolers in the ESA, BLS and OASAM offices in the JFK Building because AFGE Local 948 filed a grievance over DOL's failure to provide a water cooler at the DOL Boston Area Office of the Wage and Hour Division and violated Sections 7116(a)(1) and (5) of the Statute by unilaterally changing working conditions of bargaining unit employees when it removed or ceased to provide, at government expense, the water coolers

in the ESA, BLS and OASAM offices in the JFK Building, without first notifying AFGE Local 948 and affording the Union an opportunity to bargain over the decision concerning the water coolers, or over its impact and implementation.

Section 7116(a)(1) and (5) of the Statute is violated when an employer unilaterally changes an existing condition of employment without first notifying the collective bargaining representative of its employees and affording such representative an opportunity to bargain about the decision to change the condition of employment and about the impact and implementation of such change, unless the agency is statutorily privileged to change the condition of employment without bargaining. See Department of the Treasury, Internal Revenue Service, Washington, D.C. and Internal Revenue Service, Hartford District, Hartford, Connecticut, 27 FLRA 322 (1987), (herein called IRS Hartford).

Section 7103(a)(14) of the Statute states "'conditions of employment' means personnel policies, practices, and matters . . . affecting working conditions, except that such term does not include policies, practices, and matters - . . .(C) to the extent such matters are specifically provided for by Federal Statute;"

In determining whether a matter is a "condition of employment" the FLRA held in Antilles Consolidated Education Association and Antilles Consolidated School System, 22 FLRA 235 (1986), herein referred to as Antilles School, consideration should be given to "(1) Whether the matter proposed to be bargained pertains to bargaining unit employees; and (2) the nature and extent of the effect the matter proposed to be bargained on working conditions of those employees." Id. at pages 236-237. In the subject case, the presence and availability of the hot/cold water coolers in the work place of the bargaining unit employees and the availability of these water coolers to the bargaining unit employees during their work day meets the Antilles School, supra, test. Accordingly, I conclude that the availability of such water coolers is a condition of employment. It is fundamental and obvious that the provision of water to workers is a condition of employment. See IRS Hartford, supra and American Federation of Government Employees, Social Security Local 3231, AFL-CIO and Department of Health and Human Services, Social Security Administration, 16 FLRA 47 (1984).

The subject water coolers had been provided free by DOL to the bargaining unit employees for considerable time and

the bargaining unit employees had openly used the water coolers. Thus the water coolers constituted a past practice and they could not be removed and DOL and its constituents could not refuse to provide the water coolers without first notifying AFGE Local 948 and bargaining about the decision to remove the water coolers and the impact and implementation of such decision. cf. IRS Hartford, supra.

Respondent herein contends that it would have been unlawful to continue to pay for and provide the water coolers in question. DOL contends it could no longer lawfully expend appropriated funds for the water coolers once the water fountains in the JFK Building had been repaired. In such a situation DOL contends the paying for the water coolers would not qualify as a "necessary expense" because, once there was potable water available, such expenditure would not be related to the mission of the agency and constituted duplicate payment because DOL was already paying the city of Boston for the drinking water in the hallway water fountains. In urging this conclusion DOL relies on a Comptroller General Decision that stated, in part, ". . . if there is available an adequate supply of potable drinking water, the purchase of drinking water is not authorized as a charge against appropriated funds in the absence of a specific statutory provision therefor . . ." Comptroller General Decision, B-43297, 24CG56 (1944) at 58. See also Comptroller General Decisions, B-91465, 17CG698 (1938); B-58031, 25CG920 (1946). All of these cases rely on Comptroller General Decision, A-102075CG53 (1925), which stated in the syllabus,

> "As there is no duty or obligation upon the United States to furnish drinking water to employees not entitled to subsistence at Government expense, regardless of whether a suitable supply is or is not available without charge, the purchase of drinking water at Government expense for use in offices, without sufficient evidence as to the necessity therefor from the Government's standpoint as distinguished from the needs or preferences of the employees, is not authorized in the absence of a specific provision in the appropriation involved providing for such purchase."

I conclude that DOL misinterprets the above cited Comptroller General decisions. These decisions do not

mandate the removal of water coolers by the DOL. They state that an agency may not provide such a facility "without sufficient evidence as to the necessity therefor from the Government's standpoint as distinguished from the needs or preferences of the employees . . ." In the subject case DOL recognizes that it can, and does, pay for the availability of drinking water for its employees. Thus, it admits the cost of supplying drinking water is included in its rent to GSA and to the city of Boston. Thus, DOL must, by necessity, have already concluded that the providing of drinking water was necessary "from the Government's standpoint as distinguished from the needs or preferences of the employees . . ." The subject issue is whether the water fountains in the hallway in the JFK Building, already paid for by DOL, supplies sufficient and adequate water to meet the Government needs. In this regard, I conclude that it is appropriate and proper for DOL and ESA, BLS and OASAM to negotiate with AFGE Local 948 concerning the adequacy and safety of the existing water supply and the need for the additional water coolers, "from the Government's standpoint." This must be looked at in the context that the water coolers were used by unit employees throughout the workday, without having to go any distance to get cold or hot water and to return to their desks to continue work. It is very possible that in such circumstances DOL and its constituent organizations could conclude that the provision of the water coolers would substantially improve the productivity and efficiency of the employees.12/ The very purpose of bargaining with the Union before the changing of the existing condition of employment is to give the Union an opportunity to pursuade management that retaining the water coolers was a necessity from the Government's standpoint. Thus, the above cited decisions of the Comptroller General do not forbid the provision of the subject water coolers or make unlawful such provision of water coolers. See American Federation of Government Employees, AFL-CIO, Local 32 and Office of Personnel Management, Washington, D.C., 6 FLRA 423 (1981), enf'd sub. nom, Office of Personnel Management v. Federal Labor Relations Authority, 706 F.2d 1229 (DC Cir. 1983), (hereinafter called OPM), and American Federation of Government Employees, Social Security Local 3231, AFL-CIO and Department of Health and Human Services, 16 FLRA 47 (1984), hereinafter called HHS.

12/ This is especially true when the purity and potability of the water provided by the water fountains in the halls were suspect by some employees and the adequacy of the supply was complained about by Parker at the very time the water coolers were being removed.

To hold otherwise and to accept the DOL's position with respect to the meaning of a "necessary expense" and of the Comptroller General's decisions would be to render meaningless the duty to bargain. Virtually the only matters that would be bargainable as "necessary expenses" would be the methods, means and technology an agency needed to perform its functions, the very items exempted from bargaining, except at the agency's option, by section 7106 of the Statute. Clearly the FLRA has rejected this approach and has required an agency to bargain about a matter that could involve expenditure of funds that would not meet DOL's definition of a "necessary expense." See OPM, supra and HHS, supra. Rather the FLRA analyses the appropriate statute and appropriation and see if they specifically deal with the matter in dispute. See Association of Civilian Technicians, Wisconsin Chapter and Wisconsin Army National Guard, 26 FLRA 682, 683-684 (1987). Clearly in the subject case there is no specific legislation dealing with providing water coolers.

In light of the foregoing, I conclude that the provision of water coolers in the JFK Building was a condition of employment. Further, in light of the fact that such water coolers had been provided since 1986 and had been used openly by unit employees during their work days, I conclude that the provision of the water coolers constituted a past practice and thus was an existing condition of employment.

The FLRA has held that when an agency intends to change an existing condition of employment it is obliged to give the collective bargaining agent of its employees advance notice of such intended change, an opportunity to bargain about the decision to make such change, including the impact and implementation of such change, and, upon request, to bargain with the collective bargaining representative concerning the proposed change, including the impact and implementation of such change. IRS Hartford, supra. Failure by an agency to give the appropriate notice concerning such a change and/or to fulfill its bargaining obligation constitutes a violation of Section 7116(a)(1) and (5) of the Statute.

In the subject case it is clear that DOL, OASAM, DLS and ESA did not give AFGE Local 948 adequate advance notice of the decisions to remove and/or stop paying for the water coolers and did not meet their obligation to bargain with the Union concerning this decision.13/ Accordingly, I conclude

---

13/ This failure to meet their obligation to bargain about the decision included failure to bargain about the impact and implementation of the decision.

DOL, OASAM, DLS and ESA violated Sections 7116(a)(1) and (5) of the Statute.14/ See IRS Hartford, supra.

General Counsel of the FLRA contends further that the decision concerning the water coolers was made in retaliation because AFGE Local 948 had filed the grievance about DOL's failure to provide a water cooler in the W&H Area Office in the Park Square Building and therefore DOL, and its subdivisions violated Section 7116(a)(1) and (2) of the Statute.

From an analysis of all the evidence and circumstances present, I conclude the decisions to remove the water coolers, or to make the employees pay for the water coolers, were made in retaliation because AFGE Local 948 filed the grievance concerning the failure to provide a water cooler in the Park Square Building. I find the timing of management's decisions, especially Parker's decision, were so close, in time, to the filing and disposition of the grievance to be evidence of such retaliation. This is especially so since the water coolers in the JFK Building had been provided by management for over a year with no one questioning whether it was appropriate. Only after the filing of the subject grievance did DOL question whether they can or should provide the water coolers in the JFK Building. Further DOL and its components knew that they had been paying for the JFK water coolers for an extended period of time, and never questioned such expenditure until the filing of the grievance. Further Parker stated that the water fountains in the halls of the JFK Building were functioning well and were no longer a problem, and that was why he could no longer justify the water coolers, at the same time his assistant was writing a formal complaint that the water fountains in the hall had insufficient pressure and were not operating properly. Finally, the inquiries made as to the appropriateness of providing the water coolers by Carrao and Carreiro, were informal, not in writing and were rather cursory. I conclude such inquiries and the excuse that the Comptroller General does not permit such expenditures, were in the nature of rationalizations, trying to justify the decision.

14/ DOL's contention that the changes involving the water coolers are de minimis is rejected. First the de minimis defense is available when the obligation to bargain involves only the impact and implementation of a change, not the decision to make the change. In any event the changes herein involving the water coolers are substantial and much more than de minimis.

This is especially true in light of Ferrara's refusal to let the employees pay for the water cooler. Finally, Parker's decision to have the water cooler removed before the lease had expired was precipitous. I conclude, from weighing all of the above, that DOL's and its constituents' decision to cease providing the water coolers was in retaliation for the grievance filed by AFGE Local 948 and thus constituted a violation of Section 7116(a)(1) and (2) of the Statute. See 22nd Combat Support Group (SAC), March Air Force Base, California, 27 FLRA 279 (1987) and Department of the Navy, Portsmouth Naval Shipyard, Portsmouth, New Hampshire, 17 FLRA 773 (1985).

Having concluded that DOL, ESA, BLS and OASAM violated Sections 7116(a)(1), (2) and (5) of the Statute, I recommend the Authority issue the following Order.

ORDER

Pursuant to section 2423.29 of the Authority's Rules and Regulations and section 7118 of the Statute, it is ordered that U.S. Department of Labor (Washington, D.C.), U.S. Department of Labor Employment Standards Administration (Boston, Massachusetts), U.S. Department of Labor, Bureau of Labor Statistics (Boston, Massachusetts), and U.S. Department of Labor, Office of the Assistant Secretary for Administration and Management (Boston, Massachusetts), shall:

1. Cease and desist from:

(a) Unilaterally ceasing to provide or removing water coolers or making other changes in conditions of employment without first notifying American Federation of Government Employees, AFL-CIO, National Council of Field Labor Locals, Local 948, the exclusive collective bargaining representative of their employees, about any such proposed change and providing it with an opportunity to negotiate concerning any such proposed change.

(b) Ceasing to provide or removing water coolers or making other changes in conditions of employment because American Federation of Government Employees, AFL-CIO, National Council of Field Labor Locals, Local 948 or unit employees file a grievance or engage in other activity protected by the Federal Service Labor-Management Relations Statute.

(c) In any like or related manner, interfering with, restraining, or coercing their 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) Replace and provide water coolers in their offices in the John F. Kennedy Federal Building.

(b) Notify and, upon request, negotiate with the American Federation of Government Employees, AFL-CIO, National Council of Field Labor Locals, Local 948, the exclusive representative of their employees, concerning any change in the availability of water coolers.

(c) Reimburse and make whole American Federation of Government Employees, AFL-CIO, National Council of Field Labor Locals, Local 948 or any unit employees for monies spent to pay for and provide water coolers in the John F. Kennedy Federal Building.

(d) Post at their facilities in the John F. Kennedy Federal Building, Boston, Massachusetts, 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 directors of the Department of Labor's Boston, Massachusetts offices of the Bureau of Labor Statistics, Employment Standards Administration and the Office of the Assistant Secretary for Administration and Management, 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.

(e) Pursuant to section 2423.30 of the Federal Labor Relations Authority's Rules and Regulations, notify the Regional Director, Region I, Room 1017, 10 Causeway Street, Boston, Massachusetts, 02222-1046, in writing, within 30 days from the date of this Order as to what steps have been taken to comply.

Issued: April 27, 1989, Washington, D.C.

Samuel A. Chaitovitz

SAMUEL A. CHAITOVITZ
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

AS ORDERED BY THE FEDERAL LABOR RELATIONS AUTHORITY

AND TO EFFECTUATE THE POLICIES OF THE

FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT, unilaterally cease to provide or remove water coolers or make other changes in conditions of employment without first notifying American Federation of Government Employees, AFL-CIO, National Council of Field Labor Locals, Local 948, the exclusive collective bargaining representative of our employees, about any such proposed change and provide it with an opportunity to negotiate concerning any such proposed change.

WE WILL NOT, cease to provide or remove water coolers or make other changes in conditions of employment because American Federation of Government Employees, AFL-CIO, National Council of Field Labor Locals, Local 948 or unit employees file a grievance or engage in other activity protected by the Federal Service Labor-Management Relations Statute.

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

WE WILL, replace and provide water coolers in their offices in the John F. Kennedy Federal Building.

WE WILL, notify and, upon request, negotiate with the American Federation of Government Employees, AFL-CIO, National Council of Field Labor Locals, Local 948, the exclusive representative of their employees, concerning any change in the availability of water coolers.

WE WILL, reimburse and make whole American Federation of Government Employees, AFL-CIO, National Council of Field Labor Locals, Local 948 or any unit employees for monies spent to pay for and provide water coolers in the John F. Kennedy Federal Building.

_____
(Activity)

Dated: _____ By: _____
(Signature) (Title)

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

If employees have any questions concerning this Notice or compliance with any of its provisions, they may communicate directly with the Regional Director of the Federal Labor Relations Authority, Region I, whose address is: Room 1017, 10 Causeway Street, Boston, MA 02222-1046, and whose telephone number is: (617) 565-7280.