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

DEPARTMENT OF DEFENSE DEPARTMENT OF THE ARMY LEXINGTON-BLUE GRASS ARMY DEPOT, LEXINGTON, KENTUCKY Respondent	
and	Case No. 4-CA-80011
RONALD D. LEWIS, AN INDIVIDUAL Charging Party	

Mr. Leslie E. Renkey
For the Respondent

Philip T. Roberts, Esq.
For the General Counsel, FLRA

Before: ELI NASH, JR.
Administrative Law Judge

DECISION

Statement of the Case

This is a proceeding under the Federal Service Labor-Management Relations Statute, herein referred to as the Statute, 92 Stat. 1191, 5 U.S.C. § 7101, et seq. It was instituted by the Regional Director of Region 4 of the Federal Labor Relations Authority by the issuance of a Complaint and Notice of Hearing dated December 4, 1987. The Complaint was issued following an investigation of unfair labor practice charges filed on October 5, 1987, and amended on December 2, 1987, by Ronald D. Lewis, an individual, herein referred to as the Charging Party.

The Complaint alleges that Department of Defense, Department of the Army, Lexington-Blue Grass Army Depot, Lexington, Kentucky, herein called Respondent, engaged in certain unfair labor practices within the meaning of section 7116(a)(1), and (5) of the Statute, by issuing reorganiza-

tion and/or reduction-in-force notices to bargaining unit employees without notifying or giving the American Federation of Government Employees, Local 894, herein called the Union, an opportunity to bargain concerning the impact and implementation of that reorganization and reduction-in-force.

In its Answer, Respondent essentially denied the commission of any unfair labor practices.

A hearing was held in Lexington, Kentucky at which the parties were represented by counsel and afforded full opportunity to adduce evidence and call, examine, and cross-examine witnesses and argue orally. Timely filed briefs have been duly considered.

Upon consideration of the entire record in this case, including my evaluation of the testimony and evidence presented at the hearing, and from my observation of the witnesses and their demeanor, I make the following findings of fact, conclusions of law, and recommended order.

Findings of Fact

Pursuant to OMB Circular A-76, Respondent conducted a Commercial Activities (herein called CA) study of the Facilities Engineering (herein called FE) functions, starting around 1983, to determine whether certain base support functions at the Lexington-Blue Grass Army Depot (herein called LBAD) should be contracted to private industry or kept in-house to be performed by the Facilities Engineering Branch which is normally responsible for the maintenance and repair of Respondent's buildings, grounds and property. The CA study results in a statement describing in detail all of the functions FE performs and how they perform them.

The study procedure under the OMB circular is thorough and therefore, time consuming. Each separate work function proposed for contracting must be studied and reduced to a specific performance work statement. The combination of all the performance work statements then provide the requirements for the solicitation on which private contractors and the government's in-house bid is based. The government's in-house bid is determined by a "management study," which decides the most efficient organization (herein called MEO) to meet the requirements of the solicitation. Until the bid opening date, the management study and MEO, like the contractor's bids, is a closely guarded secret to prevent compromise of the competitive bidding process.

Pursuant to the 1983 Department of the Army direction, LBAD began the CA study sometime in early 1984. The study involved the installation support services at both activities of LBAD; the Lexington Activity, located near Lexington, Kentucky, and the Blue Grass Activity, located approximately 35 miles away, near Richmond, Kentucky. The Union President at that time, John M. Holly, was advised of possible impact of the study on bargaining unit employees in April 1984. From that time until the bid opening on May 22, 1987, union officials, stewards, and bargaining unit employees were apparently kept generally aware of study progress through meetings with the study group and civilian personnel representatives. Ronald D. Lewis, the charging party, herein was present at some of these meetings.

The three bids submitted on the contract were opened on May 22, 1987 - two were from private contractors and the in-house bid. The in-house bid based on the management study and MEO was the apparent low bid. After certain additional OMB Circular required procedure steps were completed, the Department of the Army approved the in-house win and directed implementation of the bid. Implementation was scheduled for December 1, 1987.

After winning the bid, Respondent had two or three meetings with Luther Sapp, the then Union President, to discuss the general impact of winning the bid. Sapp was informed that the MEO was going to be implemented and this would involve a reorganization and reduction-in-force, but the exact impact of these moves was not discussed. Labor Relations Specialist John Vice claims to have told Sapp, that management did not intend to bargain "on all matters" concerning the "reduction-in-force" because that was the way they had done it in the past. Specifically, Vice informed Sapp that Respondent intended to follow its past practice of carrying out reductions-in-force and did not intend to bargain over "substantive RIF procedures".

Sometime around August 19, 1987, Sapp requested additional documentation regarding the reorganization and reduction-in-force which apparently was furnished. Subsequently on August 27, 1987, Sapp requested bargaining and enclosed ten Union proposals. The proposals were as follows:

> Proposal #1 - This reduction in force will be done in accordance with 5USC 35, 5CFR and all applicable OPM and Army regulations and the Negotiated Agreement, Article X, further it shall be in compliance with the MEO under the auspices of A-76.

Proposal #2 - Retention registers will be developed in accordance with the latest OPM regulations, Chapter 351 and will be verified by the Union, and published at the same time as a general notice, 60 days prior to implementation.

Proposal #3 - In accordance with FPM 351 the Agency will provide a specific notice of 30 calendar days to individual employees who will be affected by reduction in force action.

Proposal #4 - All tenure groups will be properly established in accordance with FPM 531.

Proposal #5 - Performance appraisal for retention purposes shall be those for the period 1 April 1986 through March 31, 1987.

Proposal #6 - The Union will be notified 60 days in advance of all positions to be eliminated, and given the basis for such action.

Proposal #7 - Any employee who is down-graded as a result of the reduction in force shall receive grade and pay retention in accordance with all applicable regulations.

Proposal #8 - MANAGEMENT will make a reasonable effort to minimize the hardship on bargaining unit employees who are adversely affected by this reduction in force.

a. Management will actively pursue placement in other federal agencies, state and local government, and in the private sector.

b. Management will request, that the OPM determine that the agency is undergoing a major reduction in force for the purpose of authorizing voluntary retirements.

c. Management will meet or communicate individually with employees eligible for optional or discontinued service retirement to explain benefits.

d. Employees designated for separation under RIF will receive assistance in being placed on the re-employment priority list and in the Displaced Employment Program.

Proposal #9 a. Within the competitive area levels must be established consisting of all positions in a competitive area which are sufficiently alike in qualification requirements, duties, responsibilities, pay schedules, and working conditions, so that the agency may readily assign the incumbent of any one position to any of the other positions without changing the terms of the employee's appointment or unduly interrupting the work. The positions of supervisors and management officials will be placed in competitive levels separate from other employees. Likewise, employees in formally designated trainee and developmental positions are assigned to separate competitive levels. Finally, competitive and excepted positions are assigned to separate competitive levels.

b. A competitive area will be established for LBAD, and the Union will be notified in accordance with statue.

Proposal #10 - Employees who are relocated by management as a result of actions covered by these proposals will receive relocation expenses and relocation leave as allowed by law and regulation.

Barbara Kirkpatrick the Depot Civilian Personnel Officer responded on September 8, 1987, declining the request and stating that the proposals were essentially substantive and were already covered in the contract or by government regulations.

During this same period, Patrick O'Connor, an AFGE National representative who was designated by Sapp to handle matters concerning the reduction-in-force, pushed Respondent for specific details and documentation of the reorganization and reduction-in-force, but his questions went unanswered and the Union never received the requested documents. Ron Lewis a Union steward in the affected work area was also involved in attempting to learn just what was going on with

the reduction-in-force. Lewis asked for details of the reduction-in-force but none were supplied. Sometime in July 1987, Lewis also sought a copy of the MEO and received it, but it only gave job titles. The MEO did not give any indication of what job duties went along with these new job titles. Lewis then requested a more detailed description of the new job duties, but this was apparently never supplied to the Union.

Prior to the issuance of the reduction-in-force notices, the Union was never told which employees would be going to what new jobs, what the new jobs entailed, or exactly when the reorganization and reduction-in-force was going to take place. Rather, the information provided to the Union was only of a general nature, indicating that the MEO would be implemented, but with no details as to its exact impact.

Reduction-in-force letters were issued to bargaining unit employees on September 25, 1987. Sapp and Lewis were given the list showing the reassignments of bargaining unit employees on that day prior to the issuance of the letters. However, until that time, exactly which employees would go into which jobs was unknown, due to retirements, resignations or transfers which might occur up to the date the reduction-in-force notices went out. Nevertheless, no information was supplied to the Union about which individuals might go where or what the reduction-in-force looked like at any point of time up to September 25. Moreover, the structure of work in FE after the reduction-in-force, i.e., the job duties of each new job title was not in a state of flux and did not change from day-to-day, but nevertheless, this information was not supplied to the Union either. On the day the reduction-in-force papers were sent out, the Union was provided with no more than a list of which employees went into which job titles, not what those job titles entailed. In such circumstances, in order to piece together the new post-reduction-in-force job duties in FE, the Union needed to go to each individual employee and, by looking at his or her reduction-in-force papers (which did include Position Descriptions).

The reorganization and reduction-in-force had more than a de minimis effect on the working conditions of bargaining unit employees. Some 89 employees were affected by the reorganization and accompanying reduction-in-force. In assessing the effect on the working conditions of bargaining unit employees, it appears that some employees were transferred to Respondent's Richmond facility and there was

a net loss of jobs in FE and the excess employees either left or were put into excess positions. In reducing the number of positions, many jobs were combined, or job duties from one position were transferred to another position. For example: electricians gained air conditioning and heating equipment mechanic duties; pipefitters gained welding and sheetmetal duties; the water plant operator gained pest control duties; the heavy equipment operator position was combined with the industrial mechanical job; the heating plant operators gained mechanical and electrical duties. Apparently, none of these employees were trained for their new duties before the additional duties were added to their job descriptions, although some have received training since. Prior to the reduction-in-force notices going out, the Union was not provided with any information showing which jobs were being combined or which jobs had duties added to them.

On October 5, 1987, the instant charge was filed. Around October 27, 1987, Lewis and O'Connor met with Vice and Tom Ciranna, Chief of Commercial Activities to discuss certain details of the reorganization and reduction-in-force. Also in or around October, the Union made another request to bargain over certain safety concerns arising out of the combining of job duties. Respondent answered some of these concerns around November 19, 1987, stating that it was addressing some of the Union's concerns, but its response did not entail bargaining on those concerns. On November 29, 1987, the employees in FE were moved into their new positions in accordance with the September 25 notices.

Discussion and Conclusions

Respondent claims that continuing notice was given the Union regarding all aspects of the instant reorganization and reduction-in-force; that the bargaining proposals submitted to it by the Union were not related to the impact of the reorganization; and for that matter no specific Union proposals regarding this particular reorganization and reduction-in-force were ever made; that it adhered to contract provisions and past practice between the parties in implementing the reorganization and reduction-in-force, and the Union had thus waived its right to bargain with respect to each and every reorganization and reduction-in-force and any impact was rendered de minimis; and, finally Respondent asserts that even if it violated the Statute, the impact of the reorganization and reduction-in-force on bargaining unit employees was so ameliorated by Respondent's actions that only a bargaining order remedy is appropriate.

Respondent cites two articles of the negotiated agreement, Article XXVI, Section 2, which provides as follows:

> When it becomes necessary to contract work previously performed by regular full-time employees, management agrees that the Union will be informed of such contractual arrangements and the anticipated impact, if any, on employees.

And, Article X, Section 1, which provides in pertinent part:

> . . . The Employer agrees to inform the Union President of impending reductions in force within the bargaining unit, and the reasons therefor, as far in advance as practicable.

Respondent then argues that the proper Union officials were continually notified regarding plans involving the CA study, the reorganization and the reduction-in-force. Respondent maintains that the constant change of Union officials during the entire period created confusion which resulted in little communication among Union officials concerning the study, reorganization and reduction-in-force. The above noted argument is wide-of-the-mark since the question here is whether Respondent supplied the exclusive representative with details in sufficient time before implementation to allow the Union to formulate proposals consistent with effective collective bargaining. Here, everyone was fully aware that a reorganization and reduction-in-force was going to take place at sometime. The Union's concern is that it was not supplied with the details necessary to fulfill its representational responsibilities. Specific notice and details supplied in advance of the changes which occurred in the reorganization and reduction-in-force here are the only means which would allow the exclusive representative to engage in any meaningful bargaining. See, for example, Bureau of Government Operations, 11 FLRA 334, 344 (1983).

In any event, prior to September 25, 1987, the day the change took place, the only details the Union had about the reorganization and reduction-in-force was a copy of the MEO, which gave no indication of the new duties to be added to employees' jobs. The Union was also given no indication through the MEO which employees would be going where or which employees might be transferred to the Richmond facility.

Moreover, it does not appear that Respondent even told the Union exactly when the reduction-in-force would occur. The information allegedly supplied by Respondent, at meetings of employees and the general information on impact can hardly be called notice to the Union and would not assist it in formulating nor assist it in preparing adequate proposals, as can be seen by the proposals it did submit. Clearly, the Union was required to engage in sheer guess work. Even if there was no continuity in the Union's officialdom, it is difficult to see where the information supplied by Respondent would rise to level of notice required by the Statute. Furthermore, even as late as October 2, it appears that the Union still did not have adequate notice for bargaining purposes since it still did not know what duties the new job titles entailed, although it did know who was going where and when. In fact, although not at issue here, it appears that the Union attempted to bargain safety-related concerns after they found out the details of the reduction-in-force, but again it was denied that opportunity. Finally, because the Union had no idea who was going where, there was no way for it to tailor proposals to the actual change. For example, because it did not know how many, if any, employees were being transferred to the Richmond facility, it could not determine what emphasis, if any, to place on proposals relating to relocation expenses, etc.

Despite several requests, Respondent refused to supply details of the reorganization and reduction-in-force, which the Union needed to formulate intelligent impact and implementation proposals before it implemented the reorganization and reduction-in-force. Accordingly, it is found that Respondent did not supply the Union with specific notice and details sufficient to allow it to effectively negotiate the impact and implementation of the instant reorganization and reduction-in-force.

Respondent maintains that it can properly refuse to bargain on Union proposals that are unrelated to or go beyond the impact and procedures for implementing the proposed change. Internal Revenue Service, 17 FLRA 731 (1984). This case, a mid-term bargaining case, was subsequently reversed by the Authority and has dubious application here. See Internal Revenue Service, 29 FLRA 162 (1987); Air Force Logistics Command, 22 FLRA 502 (1986). Cited by Respondent for the proposition that not only must the union proposals be related to the impact and procedures for implementing a proposed change, they must also be specific, is inapposite since the real issue here is not whether the union's proposals were negotiable but, rather, is whether it had

sufficient notice to prepare impact proposals. Scott Air Force Base, 19 FLRA 136 (1985) also cited by Respondent is distinguishable since there, Respondent also gave notice and an opportunity to prepare proposals.

According to Respondent, the Union proposals in this case were either already included in the current negotiated agreement, covered by government-wide and agency regulations incorporated into the contract and generally, non-negotiable substantive proposals that went beyond the impact of this particular reorganization and reduction-in-force. Thus, no specific impact and implementation proposals related to this reorganization or reduction-in-force were ever made.

The facts establish that the Union requested negotiations on the impact of the change at least twice. Notwithstanding it did not know the details of the reorganization and reduction-in-force, the Union submitted proposals on what it did not know. In addition, the Union offered ground rule proposals for the date, time, place and frequency of negotiation sessions. Respondent replied, not with ground rule counter-proposals, not with an assertion that the proposals were nonnegotiable or with a refusal to bargain over these particular proposals, but rather with an unequivocal refusal to bargain at all. Moreover, John Vice's testimony makes it clear that Respondent had no intention of bargaining over the impact and implementation of the change.

I agree with the General Counsel that even if each of the Union's proposals was in fact nonnegotiable, Respondent's blanket refusal to bargain was not justified. Thus, if Respondent disputed the negotiability of certain proposals, it could have said so and the dispute could have been resolved through the negotiability procedures. However, Respondent may not declare the impact and implementation of a change nonnegotiable a priori (absent some extraordinary circumstances such as a waiver) and thereby preclude the Union from offering negotiable proposals. Furthermore, an activity violates the Statute when it refuses a request by the Union to meet and discuss a matter eventhough it feels that the union's proposals are inadequate. Philadelphia Naval Shipyard, 18 FLRA 902, 915 (1985).

Turning to Respondent's argument that the negotiated agreement contains procedures and approximate arrangements regarding reorganizations and reductions-in-force and its argument that the ten year past practice of continuing union-management discussions rather than formal bargaining constituted a waiver in this case.

The law is well settled "that a waiver can be established only by clear and unmistakable conduct." Internal Revenue Service (District, Region, National Office Units), 16 FLRA 904, 922 (1984). Mere discussion of a subject in a collective bargaining agreement, without more, will not constitute a waiver of a union's right to further negotiate the details of that subject as they relate to a particular change. U.S. Department of Treasury, Bureau of Alcohol, Tobacco and Firearms, Washington, D.C. and Central Region, 16 FLRA 506, 522 (1984).

In this case, while the negotiated agreement does discuss reorganizations and reductions-in-force, training, etc., nowhere does it explicitly or implicitly exclude further negotiations on these subjects. Further, Respondent offered no secondary evidence such as bargaining notes, side agreements or arbitration decisions to support its position, but relies solely on the language of the contract for its waiver theory, and on this the contract is silent. Even if Respondent were right and the Union automatically waived the right to further negotiations on any subject touched upon in the contract, Union Proposal #10 deals with relocation expenses, which is nowhere discussed in the contract, and therefore is negotiable even under Respondent's theory. Needless to say, a blanket declaration of nonnegotiability is an unfair labor practice when, in fact, there are negotiable proposals offered. See, Department of Health and Human Services, Social Security Administration, 26 FLRA 344 (1987); Internal Revenue Service, Midwest Regional Office, 16 FLRA 141 (1984).1/ Similarly, evidence offered by Respondent does not establish a past practice with regard to reorganizations and reductions-in-force. While it does show

---

1/ Respondent also notes that the contract cannot be reopened except by mutual consent, but the Union's proposal merely acts to supplement the contract -- to fill in the interstices, not to reopen it. Even if this were not so, can Respondent be seriously arguing that this clause permits it to make unilateral changes in working conditions, but it only need bargain over impact and implementation if it consents to it? Such an improbably interpretation of that clause certainly does not meet the clear and unmistakable standard for waivers. Respondent's argument notwithstanding, the Authority, as already noted, overruled Internal Revenue Service, supra, in which Respondent partially, at least, relies on for its theory asserted here. Seemingly, then it's theory is outdated.

that staffing specialists were involved in mock reductions-in-force with employees and the Union in other more limited reductions-in-force, it does not, in my view, establish a past practice of less than formal negotiations in reorganization and reduction-in-force situations. Consequently, Respondent's contention that the negotiated agreement and past practice constituted any waiver of the Union's right to bargain the impact and implementation of the instant reorganization and reduction-in-force is rejected.

Concerning the nature and impact on employees, it appears that several employees were moved to the Richmond facility and most, if not all, were subject to significant changes in their job duties. In addition to the usual impact of a reorganization and reduction-in-force, many employees became responsible for work for which they had no training. For these people, there was at least the possibility of being evaluated on tasks for which they had no training. At worst, there was the possibility of boiler operators, now forced to do electrical work, getting electrocuted or pipefitters, now forced to do welding, receiving serious burns. Such safety and training concerns were clearly foreseeable results of the reduction-in-force and reorganization, yet Respondent rejected bargaining. In light of this evidence, it is clear to the undersigned that impact here was more than de minimis and Respondent's argument to the contrary is found to lack merit.

Based on all of the foregoing and after rejection of Respondent's arguments, it is found that Respondent violated section 7116(a)(1) and (5) of the Statute by implementing the instant reorganization and reduction-in-force prior to fulfilling its statutory obligation to give timely and specific notice to the Union. It is also found that Respondent violated section 7116(a)(1) and (5) of the Statute by refusing to negotiate over the impact and implementation of the reduction-in-force.

The Remedy

The General Counsel urges a status quo ante remedy as mandated. In anticipation of the requested remedy, Respondent, of course, opposes such a status quo ante remedy as inappropriate. Among other reasons Respondent asserts that such a remedy "could" require a further CA review resulting in reawarding the contract and speculating that turbulence with the resultant decline in morale, production and efficiency of operations could result. However, there is no firm evidence that this result would occur and such a result appears extremely unlikely.

In my opinion a status quo ante remedy is warranted in this matter. Federal Correctional Institution, 8 FLRA 604, 606 (1982). Each of the criteria in that case seems to have been met here. First, the Union was not given adequate notice. Secondly, the Union on two occasions requested bargaining. Thirdly, Respondent's conduct was wilful. Lastly, as shown infra, pages 6 and 7, the extent of the impact on employees was broad.

Finally, Respondent offered no evidence other than speculation, that a return to the status quo ante would impair its operations to any significant degree. Thus, the testimony of Respondent's witnesses on this point is not only uninformative but unenthusiastic. When asked what the impact of rerunning the reorganization and reduction-in-force would be, Respondent's Civilian Personnel Officer, Barbara Kirkpatrick, replied: "It's hard to say." Asked whether rerunning the reduction-in-force would continue turbulence in the bargaining unit, she responded with a resounding "Sure . . ." Respondent did not inquire whether any new or greater turbulence would result. Additionally, Respondent offered no evidence of what the "turbulence" would be. Similarly, Respondent's Budget Officer, Thomas O'Brian claimed that rerunning the reduction-in-force would result in added costs in that overhead rates would go back up to where they were prior to implementation of the MEO. O'Brian, however, gave no indication of how much the increased costs would be. Nor did he give the day-to-day increase in costs, let alone the total increase, which, of course, would depend on how long negotiations on the impact and implementation took. In fact, on cross-examination, O'Brian admitted that rerunning the reduction-in-force might even result in a net cost savings to Respondent. While Respondent may argue that this admission is speculative, surely it is no more speculative than the other assertions made by Respondent's witnesses as to the impact of a status quo ante remedy.

In any event, all discussion of a temporary increase in costs is irrelevant. The issue is whether a status quo ante remedy would "disrupt or impair the efficiency and effectiveness of the Agency's operations," Federal Correctional Institution, supra, not whether it would cost more. As the Authority noted in Lexington-Bluegrass Army Depot, 24 FLRA 50 (1986), "If an employer was released from its duty to bargain whenever it had suffered economic hardship, the employer's duty to bargain would be practically non-existent in a large proportion of cases." 24 FLRA at 54,

quoting American Federation of Government Employees v. Federal Labor Relations Authority, 785 F.2d 333, 338 (D.C. Cir. 1988).

In sum, there is simply no record evidence of disruption of Respondent's operation such as would work against a status quo ante remedy. Since no evidence exists, I agree with the General Counsel that to deny a status quo ante remedy in this matter would be equivalent to making a per se rule that reorganizations and reductions-in-force are, by definition, too disruptive to merit a status quo ante order. This would certainly be inconsistent with the intent of the Statute and the present holdings of the Authority. See, e.g., Federal Aviation Administration, Washington, D.C., supra, where the Authority ordered a reduction-in-force (albeit one involving only one employee) rescinded.2/

Having found that Respondent violated section 7116(a)(1) and (5) of the Statute it is recommended that the Authority adopt the following order:

ORDER

Pursuant to section 2423.29 of the Rules and Regulations of the Federal Labor Relations Authority and section 7118 of the Statute, it is hereby ordered that the Department of Defense, Department of the Army, Lexington-Blue Grass Depot, Lexington, Kentucky, shall:

1. Cease and desist from:

(a) Unilaterally implementing changes concerning reorganizations and reductions-in-force without providing prior notice to the American Federation of Government Employees, Local 894, the exclusive representative of certain of our employees and affording it an opportunity to bargain concerning the impact and implementation of the changes.

2/ The Federal Aviation Administration cases involving reorganizations of FAA operations nation-wide under the Airways Facilities 80's Maintenance Program, such as Federal Aviation Administration, Washington, D.C., 17 FLRA 142 (1985) and its progeny, are distinguishable because in those cases there was extensive record evidence as to how a status quo ante remedy would disrupt the Activity's mission and operations. Here there is none.

(b) Instituting any future reorganization or reduction-in-force without first notifying the American Federation of Government Employees, Local 894, and affording the employees' exclusive representative the opportunity to negotiate on procedures which management officials will use in implementing such reorganization and reduction-in-force and appropriate arrangements for employees adversely affected by the changes.

(c) Refusing to negotiate with the American Federation of Government Employees, Local 894, or any other exclusive representative of its employees in an appropriate unit concerning the impact and implementation of any reorganization and reduction-in-force.

(d) 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) Repeal or revoke the reduction-in-force which took place on September 25, 1987.

(b) Notify the American Federation of Government Employees, Local 894, or any other exclusive representative of its employees in an appropriate unit, and afford it the opportunity to meet and negotiate consonant with law and regulations concerning the impact and implementation of the reorganization and reduction-in-force which took place on September 25, 1987.

(c) Post at all its facilities where bargaining unit employees represented by the American Federation of Government Employees, Local 894, 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 Commander, or a designee, 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.

(d) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, Region 4, Federal Labor Relations Authority, 1371 Peachtree St., N.E., Suite 736, Atlanta, GA 30367, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

Issued, Washington, D.C., April 26, 1989

Eli Nash, Jr.

ELI NASH, JR.
Administrative Law Judge

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 unilaterally implement changes concerning reorganizations and reduction-in-force without providing prior notice to the American Federation of Government Employees, Local 894, the exclusive representative of certain of our employees and affording it an opportunity to bargain concerning the impact and implementation of the changes.

WE WILL NOT institute any future reorganization or reduction-in-force without first notifying the American Federation of Government Employees, Local 894, and affording the employees' exclusive representative the opportunity to negotiate on procedures which management officials will use in implementing such reorganization and reduction-in-force and appropriate arrangements for employees adversely affected by the changes.

WE WILL NOT refuse to negotiate with the American Federation of Government Employees, Local 894, or any other exclusive representative of our employees in an appropriate unit concerning the impact and implementation of any reorganization and reduction-in-force.

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

WE WILL repeal or revoke the reduction-in-force which took place on September 25, 1987.

WE WILL notify the American Federation of Government Employees, Local 894, or any other exclusive representative

of its employees in an appropriate unit, and afford it the opportunity to meet and negotiate consonant with law and regulations concerning the impact and implementation of the reorganization and reduction-in-force which took place on September 25, 1987.

_____
(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 4, whose address is: 1371 Peachtree St., N.E., Suite 736, Atlanta, GA 30367, and whose telephone number is: (404) 347-2324.