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

DEPARTMENT OF THE AIR FORCE, 416 CSG, GRIFFISS AIR FORCE BASE, ROME, NEW YORK Respondent	
and	Case No. 1-CA-80341
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2612, AFL-CIO Charging Party	

Major Steven E. Sherwood
For the Respondent

Gerard M. Greene, 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 Respondent, the General Counsel of the Federal Labor Relations Authority (herein the Authority), by the Regional Director for Region I, issued a Complaint and Notice of Hearing alleging Respondent violated the Statute by unilaterally changing core hours for certain employees on flextime without providing the Union with notice and an opportunity to bargain on the change and/or the impact and implementation of the change.

A hearing on the Complaint was conducted in Rome, New York at which all parties were afforded full opportunity to adduce evidence, call, examine and cross-examine witnesses and argue orally. Briefs were filed by Respondent and the General Counsel and have been carefully considered.

Upon the entire record in this case, 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 Union has been the exclusive collective bargaining representative of various of Respondent's employees. At all time material there has existed a base-wide flextime program applicable to employees located in the 416 Bombardment Wing and the 416 Combat Support Group units at Griffiss Air Force Base which includes the Management and Systems Branch.

The uncontraverted testimony of William DeSantis, Base Labor Relations Officer, reveals that during the 1979-1981 contract negotiations between the Union and Respondent the Union submitted a bargaining proposal concerning flextime.[1/] However, during contract negotiations management implemented a trial flextime plan developed by an "ad-hoc committee" on which the Union had a member and the Union withdrew its bargaining proposal dealing with flextime.[2/] In 1981 the flextime plan was formulated into Griffiss Air Force Base Regulation 40-5 (GAFBR 40-5). Prior to publication of the regulation the Union was sent a copy of regulation "for coordination" and the regulation was thereafter published without the Union having made any demand to bargain on the matter. The regulation was republished in 1987 without Union notification since it contained no changes affecting unit employees and the regulation remained in effect thereafter. The regulation captioned "Flextime Program" provides in relevant part:

1. GENERAL:

a. Terms Explained:

1/ DeSantis served as chief negotiator for management during those negotiations.

2/ The record does not disclose the extent of the Union's participation in the development of the plan.

(1) FLEXITIME. This concept allows fixed times of arrival and departure to be replaced by a working day which is composed of two different types of times: CORE TIME and FLEXIBLE TIME. Eligible personnel remain on their regular shifts unless they request and are given approval by their immediate supervisor to vary their working hours within certain limits. The employee and the supervisor will arrive at a mutually agreeable time for the employee to begin work. The request may be for any period of time agreed to by both parties (e.g., one day, one week, one month, etc.). The employee must begin work at this mutually agreed time for the period approved. The employee must work an 8 hour day from that time of arrival plus a lunch break. Flexible arrival time will be approved only in 15 minute increments (e.g., 0700, 0715, 0730). Core Time is the number of hours designated during which all personnel must be on the job. Flexible Time is the time designated as part of the schedule of work hours within which the individual may request approval from his/her supervisor to change the time of arrival and departure from the office. The two requirements of Flexitime are:

(a) Each individual must be on the job or in a leave status during Core Time.

(b) Each individual must work or otherwise account for 8 hours plus a lunch break.

(2) CORE TIME. All personnel will be at their duty stations or otherwise accounted for between 0900-1100 and 1300-1500.

(3) FLEX TIME. Flex times will be from 0630-0900, 1100-1300 and 1500-1800 and must be scheduled in 15 minute increments.

(4) MIDDAY FLEX. Approval for the midday break to include starting time and the total length of the break (between 30 minutes to 2 hours) requires supervisory approval. Variations as to the time and duration of midday break can be made the same day with supervisory approval.

(5) WORK DAY. Each individual will work an 8 hour day, plus a lunch break as defined in para 1.a.(4) from the time of arrival.

(6) DEGREES OF FLEXIBILITY.

(a) FLEXITOUR. The employee selects a starting time from within the established morning flexible time band and, once selected, this becomes the employee's assigned schedule until another "open season" for selection is available. An open season can be based on pay periods, months, quarters, etc.

(b) MODIFIED FLEXITOUR. This is the same as a Flexitour except that the schedule may be modified with prior notification (at least one day in advance) and approval by the supervisor.

(c) MODIFIED GLIDING SCHEDULE. An organization identifies Flexitime bands and Core Time and also establishes an 8 hour customer service band. A certain percentage of employees are placed on a Flexitour or Modified Flexitour, selecting a starting time which would maintain coverage for the customer service hours.

b. The Flexitour Program applies to personnel assigned to the 416 Bomb Wing and 416 Combat Support Group units and those organizations not having a separate flexitour program regulation but elect to go on flexitour. However, specific individuals may be excluded by their supervisor or organization due to mission requirements. All degrees of flexibility listed in para 1.a.(6) are authorized: however, maximum use of the Modified Gliding Schedule is encouraged.

. . . . .

3. PROCEDURES:

a. Supervisors may approve employee requests to vary their work schedule within Flexitour hours. Variations in an employee's schedule may be approved for different periods of time.

(1) The supervisor and employee may agree to a time of arrival for any period of time (e.g., one day, one week, one month, etc.). The employee must begin at this time for a period approved (e.g., 0730 each day for one week). If the employee fails to begin at the agreed upon time, he/she is considered to be tardy. The supervisor may then exercise any of the options specified in para 3.d.

(2) In these cases where agreement between the employee and the supervisor cannot be reached, supervisors may disapprove or terminate Flexitour requests when approval would be detrimental to mission accomplishment or a previously approved Flexitour has been abused.

. . . . .

f. Personnel on Flexitours are required to be present during Core Time and otherwise account for an 8 hour day lunch break. A supervisor may require an individual to be present at other times. If a change in work schedule is necessary due to mission requirements, notice of the change will be accomplished in accordance with established procedures.

. . . . .

h. Any change to customer service hours will be advertised in the Griffiss Bulletin by the OPR. Supervisors will insure that sufficient personnel are available to provide services during these hours.

At least since January 1988 all 27 employees in Respondent's Management and Systems Branch, not including computer section employees, worked under the flextime provisions of Regulation 40-5.3/ Thus, pursuant to the terms of the regulation, Branch employees had their work schedules established by mutual agreement with their supervisors and were allowed to begin their 8 hour mandatory workday as early as 0630 hours and end their workday as early as 1500 hours.

3/ Terry Donaldson, Chief of the Management and Systems Branch, testified that this regulation governed the flextime program and hours in the Branch in 1987 and 1988.

On May 27, 1988, Branch Chief Donaldson wrote a memorandum to the Civilian Personnel Office regarding changing the flextime band starting and quitting times by changing the permissible starting time under the regulation from 0630 hours to 0715 hours and changing the permissible end of workday from beginning 1500 hours to 1600 hours. The purpose of the memorandum, according to Donaldson, was to find out if it was possible for such a change to be made. Donaldson's May 27 letter stated:

> 1. Effective the first pay period in September. I propose to implement the following procedures regarding flextime tours within the Management and Systems Branch:
>
> a. Flextime tours will not commence before 0715 hours.
>
> b. Flextime tours will not end prior to 1600 hours.
>
> 2. This is required for several reasons:
>
> a. Workload is heavier toward the end of the day.
>
> b. Supply is a customer service organization and an adequate work force must be available during peak customer support hours.
>
> c. If a midnight shift is not scheduled in Computer Operations, personnel may not have access to the building until 0700 hours.
>
> 3. Request your review and comments.

Donaldson testified he desired to change the flextime core hours (band) in order to improve customer service since he had received complaints from various Supply Squadron personnel that there was insufficient personnel available in the administrative and inventory sections towards the end of the duty day to provide adequate customer support.4/

4/ The Management and Systems Branch is an operation within Respondent's Supply Squadron.

Donaldson explained that administrative employees provide typing, message and mail dispatch and copying support to the Supply Squadron and inventory employees locate, by computer or personally, parts necessary for the repair of aircraft. According to Donaldson if parts are not located and an airplane is scheduled to fly, maintenance employees will "cannibalize" the item from an airplane not scheduled to fly to repair the aircraft which is scheduled to fly. This results in double maintenance work and one aircraft remains unflyable until the part is installed.

Sometime in mid-June 1988 Donaldson gave Union steward John Warner a copy of his May 27 memorandum, above. Warner in turn gave the document to Union President Joseph Sallustio. Since the document indicated a September effective date, Sallustio interpreted it to be a proposal to implement a change in working conditions. Accordingly, on June 17, 1988 Sallustio made a written demand that Respondent bargain on its attempt "to implement a change in the start and stop times of flextime hours."

On June 21, 1988 Labor Relations Officer DeSantis replied to the Union as follows:

> 1. Reference is made to your 17 June 1988 letter concerning the administration of flexitime within the Supply Squadron.
>
> 2. Griffiss Air Force Base Regulation 40-5 outlines the Flexitime Program for SAC organizations. Under its provisions, the tours of duty (start and stop times) requested by employees are approved to the extent permitted by operational requirements. Since the flexitour policy and its procedures have not changed, bargaining is not considered to be necessary or appropriate. Accordingly, your request to bargain is denied.
>
> 3. Notwithstanding the denial of your request, please submit any comments or proposals you wish to have considered relative to this matter to me in writing to be received by 30 June 1988.

On June 28, 1988 the Union filed the unfair labor practice charge which gave rise to this proceeding basing the charge on Respondent's June 21, 1988 refusal to bargain on the implementation of a change in policy concerning flextime within the Supply Squadron.

On July 11, 1988 Branch Chief Donaldson issued the following notice to employees within the Branch:

> 1. Effective the pay period commencing 4 September 1988, flextime tours for all personnel assigned to the Management and Systems Branch cannot commence before 0715 hours or terminate before 1600 hours.
>
> 2. This change is necessary to ensure personnel are available during peak customer service hours.
>
> 3. Request all Section supervisors provide flextime tours and lunch periods for all employees to the Management and Systems Branch office by 1 September 1988.

Union President Sallustio wrote to Labor Relations Specialist DeSantis on July 1988 and after noting what had thus far transpired, requested the Union be given "an opportunity to bargain on the impact and implementation of this new policy" to resolve the unfair labor practice he had filed on the matter. DeSantis replied to Sallutio on July 26 stating, inter alia, that the matter was reviewed and "Management continues to maintain that bargaining is not required or appropriate since the policy and procedures of flextour have not changed."

On September 4, 1988 the flextime core hours for Management and Systems Branch employees was changed.5/ Thus, while under Regulation 40-5 and the practice which flowed therefrom the core hours for the workday previously began between 0630 hours and 900 hours and ended between 1500 hours and 1800 hours within which an employee's mandatory eight (8) hour workday was to occur, henceforth the flextime workday would begin between 0715 hours and 900 hours and end between 1600 hours and 1800 hours. Accordingly, 5 Branch employees who previously began work before 0630 hours and/or ended work after 1500 hours no longer had this option open to them and they were required to change starting or quitting times. Thus, two administrative employees who previously worked 0645 to 1530 hours changed their schedules to 0715 to 1600 hours and three inventory clerk's hours were rescheduled: one working from 0700 to 1530 hours was changed to 0715 to 1600 hours; another working from 0700 to 1550 hours was changed to 0730 to 1600 hours; and one working

---

5/ Computer Operations employees in the Branch were unaffected by the new requirement.

from 0630 to 1500 hours was changed to 0715 to 1600 hours. Indeed, the change took away from all 27 Branch employees not working in the computer section the option of possibly working under the prior permissible flextime core starting and quitting times.

Discussion and Conclusions

The Complaint alleges:

> Since on or about May 27, 1988, and continuing to date, the Respondent has refused and continues to refuse to bargain in good faith with the Union as the exclusive representative of the employees in the unit described above in paragraph 5 by the following acts and conduct:
>
> (a) On or about May 27, 1988, the Respondent unilaterally changed the working conditions of bargaining unit employees by changing the "core" hours for employees on flexitime in the Respondent's Management and Systems Branch without providing the Union with notice of the change and without providing the Union an opportunity to bargain over the change and/or the impact and implementation of the change.

In his brief Counsel for the General Counsel contends Respondent's altering the flextime core starting and quitting times and denying the Union an opportunity to bargain on the matter constituted a unilateral change in established working conditions of bargaining unit employees in the Management and Systems Branch in violation of section 7116(a)(1) and (5) of the Statute. Counsel for the General Counsel urges a status quo ante remedy is warranted even if it is found that Respondent's obligation to bargain extended only to the impact and implementation of the change.

Counsel for Respondent contends in his brief, as he did at the hearing, that the Complaint and underlying unfair labor practice charge are not sufficient to support a finding that an unfair labor practice occurred on May 27, 1988 and matters which occurred thereafter constitute new and different issues which may not be considered under the Complaint. Respondent also takes the position that the

change herein was privileged under the terms of Regulation 40.5 since the flextime regulation provides management with the discretion to make such changes in order to insure mission accomplishment. With regard to this defense, Respondent contends the Union waived its right to bargain over the application of the flextime regulation by "participation and acquiescence" in the terms of the flextime regulation. In its brief, Respondent suggests that even if the change was not within the scope of permissible conduct under the regulation, the dispute merely involves a question of differing interpretations of the regulation. Lastly, Respondent contends that, in any event, the change which occurred herein was de minimis.

The Authority has held that generally a change in employee's starting and quitting times is a change in their tours of duty within the meaning of section 7106(b)(1) of the Statute and accordingly an agency may decline to bargain with the collective bargaining representative on the change. Department of the Air Force, Scott Air Force Base, Illinois, 33 FLRA 532 (1988). In such a case the agency is nevertheless obligated to give notice of the change to the exclusive representative and bargain on matters concerning the impact and implementation of the change. Id. However, the Authority further held that bargaining over flexible work schedules has been specifically authorized by statute and therefore such matters are not governed by the above holding. Id. Thus, under the Federal Employees Flexible and Compressed Work Schedules Act of 1982, Pub. L. No. 97-221, 96 Stat. 227, made permanent in 1986, Pub. L. No. 99-196, 99 Stat. 1350, its legislative history and interpretations thereof, alternate work schedules, including their institution, implementation, administration and termination, are negotiable. National Association of Government Employees, Local R12-167 and Office of the Adjutant General, State of California, 27 FLRA 349 (1987) (NAGE Local R12-167) and American Federation of Government Employees, Local 1934 and Department of the Air Force, 3415 ABG, Lowry AFB, Colorado, 23 FLRA 872 (1986) (AFGE Local 1934). Accordingly, any change is in the work schedules or tours of duty of employees working under flextime arrangements would be negotiable not only as to the impact and implementation of the change but also regarding the decision to change itself, unless the agency was otherwised privileged to effectuate such a change. Id.

In the case herein Respondent initially takes the position, as I understand it, that since the Complaint refers to conduct occurring on May 27, 1988 and alleges that a change in flextime occurred without notice to and bargaining

with the Union, a finding of violation cannot be reached since no change took place on May 27. Respondent is correct that on May 27 no change in flextime occurred. Nor indeed was a final decision made by Respondent to change flextime on May 27. However, a clear intent to change core hours effective in September was signaled by Branch Chief Donaldson's May 27 request for review by the Civilian Personnel Office. Donaldson's intent to effectuate a change prompted a demand to bargain by the Union on June 17 which demand was met with a refusal to bargain by Labor Relations Officer DeSantis on June 21. DeSantis' refusal was not based on Respondent having no present intent to change flextime hours, as counsel for Respondent's construction of the testimony suggests, but was clearly based upon a contention that the change was not a change in "flextour policy and its procedures" under the regulation. Thus, there is no indication in DeSantis' reply that the Union's demand was premature because no change in flextours had yet occurred. The Union responded to DeSantis' refusal to bargain by filing an unfair labor practice charge on June 28, referring to Respondent's June 21 refusal to bargain concerning the alleged change in flextime policy. On July 11 employees were notified by the Respondent that its decision to change flextime tours would be implemented on September 4. The Union, by letter of July 19 again requested to negotiate on the matter and DeSantis' response on July 26 again refused to bargain, basing the refusal on the contention that "policy and procedures of flextours have not changed," virtually identical language used on June 21 before employees were notified the implementation was definite.

The unfair labor practice charge is specifically addressed to the June 21, 1988 refusal to bargain. While the May 27 request for Personnel Office review was merely the first in a chain of events leading to the change herein and provided notice to the Union of such which in turn gave rise to the request to bargain, Donaldson's request standing alone does not constitute a violation of the Statute and it is not clear why the pleadings allege it to be so. However, it is quite apparent that Respondent was not misled by the Complaint and that if a violation of the Statute occurred, it would be grounded in the refusal to bargain and subsequent implementation of the change. Such was evident throughout the hearing. It is also quite clear, and I so conclude, that the allegations of the Complaint are sufficiently specific and reasonably related to the ultimate issue herein -- the refusal to bargain on the change and its implementation -- and the matter was fully litigated. In these circumstances

I find and conclude the Complaint and the underlying unfair labor practice charge are sufficient to support a finding of an unfair labor practice with regard to Respondent's refusal to negotiate with the Union on the change in flextime core hours and I reject Respondent's contention in this regard. See U.S. Customs Service, (Washington, D.C.) and U.S. Customs Service, Northeast Region (Boston, Massachusetts), 29 FLRA 891 (1987).

I also reject Respondent's contentions that the change was privileged under the terms of Regulation 40-5 and the Union waived its right to bargain over the application of the flextime regulation. To support its contention Respondent refers to provisions in GAFBR 40-5 dealing with how employees secure a particular tour of duty within the flextime program and provisions for management to assure adequate coverage to accomplish its mission.6/ However, the regulation specifically sets forth the band of hours within which flextime will operate. Thus, GAFBR 40-5, section 1. a.(3) indicates that flextime workday will begin between 0630-0900 hours and end between 1500 and 1800 hours and it is this section that the change herein is directed by preventing all Management and Systems Branch unit employees from beginning work between 0630 and 0715 hours and preventing ending the workday between 1500 and 1600 hours as is permissible under the regulation.

In my view GAFBR 40-5 sets forth the flextime practice in existence prior to the change. Unlike a contractual provision, under the Statute a practice can be changed by management without the agreement of the Union. However, a practice cannot be changed without providing the collective bargaining representative with adequate notice and an opportunity to negotiate on the matter. See Norfolk Naval Shipyard, 25 FLRA 277 (1987) at 286-287. Although various provisions of the regulation indicate changes in particular employee's hours may be required to be changed to accomplish the mission of the agency, in my view those provisions are not addressed to changing the flextime core hours set forth in the regulation and applicable to all employees. Rather, I view those provisions as directed to modifying individual employee hours within the specified beginning and ending flextime core hours. Accordingly, since Respondent's

---

6/ See Flextime Program, section 1.a.(6)(c); section 1. b.; and section 3 a.(2) and 3.f., supra.

conduct of changing flextime core hours for all Management and Systems Branch unit employees was a departure from the regulation constituting a significant modification of the Flextime Program for these employees and therefore a change in practice, Respondent was obligated to negotiate with the Union on the change and the impact and implementation of the change. See NAGE Local R12-167 and AFGE Local 1934, supra.

Further I reject Respondent's position that the Union waived its right to bargain on the change which occurred herein and matters concerning the application of the Flextime Program. Respondent seeks to support its waiver argument by relying on evidence that the Union proposed a flextime article in the 1979-1981 contract negotiations but withdrew its proposal after a flextime test plan was developed by an ad hoc committee on which the Union participated to some undisclosed extent. Respondent also finds support for its contention in the Union's failure to request bargaining when the Flextime Program was published in the 1981 regulation.

It has been long held that a waiver of the Statutory right to bargain must be clear and unmistakable. See Department of the Air Force, Scott Air Force Base, Illinois, 5 FLRA 9 (1981). While such a waiver might be established by an express agreement, a waiver can also be established by the parties' bargaining history. Thus, in Internal Revenue Service, 29 FLRA 162 (1987) at 167, the Authority held:

> "The second category of waiver, clear and unmistakable waiver as evidenced by bargaining history, concerns subject matters which were discussed in contract negotiations but which were not specifically covered in the resulting contract. In this category, waiver may be found, based on a case-by-case analysis of the facts and circumstances of each case, where the subject matter of the proposal offered by the union during mid-term negotiations was fully discussed and explored by the parties at the bargaining table. For example, where a union sought to bargain over a subject matter but later withdrew its proposal in exchange for another provision, a waiver of the union's right to bargain over the subject matter which was withdrawn would be found. The

> particular words of proposals offered during contract and mid-term negotiations need not be identical for a waiver to exist. On the other hand, the fact that a mid-term proposal may relate to a general subject area covered in a collective bargaining agreement will not relieve an agency of its obligation to bargain. Rather, the determinative factor is whether the particular subject matter of the proposals offered during contract and mid-term negotiations is the same."

In the case herein there is no evidence that the parties have a negotiated contract provision governing flextime.7/ While the Union made an unspecified flextime proposal in the 1979-1981 negotiations it withdrew that proposal when a flextime test program developed by an ad hoc committee was put into effect. The record is devoid of evidence of the extent of the Union's participation on that committee. When the Flextime Program was made into Regulation 40-5 in 1981 the Union was provided a copy "for coordination" and the Union made no demand to bargain on the matter. In the circumstances herein all that has been established is that Respondent put into effect and maintained a regulation dealing with flextime and the Union, prior to the case herein, made no demand to bargain on the matter. Such does not constitute a clear and unmistakable waiver of a Statutory right which is consciously yielded. See Library of Congress, 9 FLRA 421 (1982). In any event even if the Union were found to have "agreed to" the Flextime Program, this would not constitute a waiver to bargain on changes in that program as found herein. Id.

Having found the change herein was fully negotiable as to the decision to effectuate the change and not merely the impact and implementation of the change, I need not decide whether the effect of the change was de minimis since where the decision is negotiable, the extent of impact is irrelevant. See Marine Corps Logistics Base, Barstow, California, 33 FLRA 196 (1988) at 202 and Department of Defense Dependent Schools, Mediterranean Region (Madrid,

---

7/ Absent the existence of a negotiated collective bargaining agreement dealing with flextime programs, Respondent's rather novel theory, unsupported by case law citation, that the facts herein present a case of arguable and differing interpretation of the regulation suitable for resolution by the grievance machinery is rejected.

Spain); and Zaragoza High School, (Zaragoza, Spain), 19 FLRA 395 (1985).

In any event, I would nevertheless reject Respondent's argument that the change herein was de minimis. In Department of Health and Human Services, Social Security Administration, 24 FLRA 403 (1986), the Authority set forth a revised de minimis standard to be applied when a change in conditions of employment requires bargaining. In that case the Authority stated that rather than evaluating a situation according to specific factors, it would henceforth examine the pertinent facts and circumstances presented in each case placing "principal emphasis on such general areas of consideration as the nature and extent of the effect or reasonably foreseeable effect of the change on conditions of employment of bargaining unit employees," and would take into account equitable consideration when balancing the various interests involved.

In the case herein, 5 of the 27 Management and Systems Branch employees had their starting or quitting times changed from 15 minutes to one hour. However, after the change, all 27 Branch employees lost the option of beginning work at 0630 hours and quitting at 1400 hours, being confined to starting work at 0715 hours and quitting at 1500 hours. While, employee availability for customer support was apparently improved by the change, the evidence does not disclose that a critical situation existed under the old system in carrying out the mission of the Agency. Nor does the evidence demonstrate the specific extent of aircraft being not flyable as a direct result of employee unavailability under the old starting or quitting times nor the particular need to have all aircraft flyable at any given time. Accordingly, applying the standards set forth in Department of Health and Human Services, supra, I reject Respondent's contention that the change herein was de minimis.

In view of the entire foregoing I conclude Respondent violated section 7116(a)(1) and (5) of the Statute by changing the core hours of bargaining unit employees without negotiating with the Union as described above. Accordingly, I recommend the Authority issue the following:

ORDER

Pursuant to section 2423.29 of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Statute, it is hereby ordered that the Department of the Air Force, 416 CSG, Griffiss Air Force Base, Rome, New York, shall:

1. Cease and desist from:

(a) Unilaterally instituting any change in the starting and quitting core flextime hours of its employees represented by the American Federation of Government Employees, Local 2612, AFL-CIO, the exclusive bargaining representative of its employees, without affording the exclusive bargaining representative the opportunity to negotiate with respect to any proposed changes.

(b) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of the rights assured them by the Statute.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Statute:

(a) Upon request, reestablish the previous starting and quitting core flextime hours for employees in the Management and Systems Branch and afford the American Federation of Government Employees, Local 2612, AFL-CIO, the exclusive bargaining representative of its employees, the opportunity to negotiate with respect to any proposed changes.

(b) Post at its facilities 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 Base 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.

(c) Pursuant to Section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, Region I, Federal Labor Relations Authority, 10 Causeway Street, Room 1017, Boston, MA 02222-1046 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., January 5, 1990

SALVATORE J. ARRIGO
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 institute any change in the starting and quitting core flextime hours of our employees represented by the American Federation of Government Employees, Local 2612, AFL-CIO, the exclusive bargaining representative of our employees, without affording the exclusive bargaining representative the opportunity to negotiate with respect to any proposed changes.

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

WE WILL, upon request, reestablish the previous starting and quitting core flextime hours for employees in the Management and Systems Branch and afford the American Federation of Government Employees, Local 2612, AFL-CIO, the exclusive bargaining representative of our employees, the opportunity to negotiate with respect to any proposed changes.

_____

(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: 10 Causeway Street, Room 1017, Boston, MA 02222-1046, and whose telephone number is: (617) 565-7280.