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

AIR FORCE ACCOUNTING AND FINANCE CENTER DENVER, COLORADO Respondent	
AND	Case No. 7-CA-90220
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2040, AFL-CIO Charging Party	

Hazel E. Hanley, Esquire
For the General Counsel

Major Phillip G. Tidmore, Esquire
For the Respondent

Before: JESSE ETELSON
Administrative Law Judge

DECISION

An unfair labor practice complaint alleges that the Respondent, Air Force Accounting and Finance Center, Denver, Colorado (AFAFC) implemented a new duty roster for some of its employees without bargaining with the Charging Party (the Union) over its substance or over its impact and implementation. The complaint further alleges that the new duty roster was a change in a condition of employment of employees represented by the Union and that its unilateral implementation was therefore an unfair labor practice under sections 7116(a)(1) and (5) of the Federal Service Labor-Management Relations Statute (the Statute), 5 U.S.C. § 7101, et seq. AFAFC concedes that it implemented the new duty roster without bargaining, but contends that it had no duty to bargain, over either substance or over impact and

implementation, and that in any case the Union waived its right to bargain.

A hearing was held in Denver, Colorado, on September 19, 1989. Based on the record, the briefs, and my evaluation of the evidence, I find and conclude as follows.1/

Findings of Fact

The Union is the exclusive representative of approximately 2200 employees of AFAFC, including, at the time of the events described here, approximately 20 employees in the Directorate of Comptroller Support (the Directorate). The parties have negotiated over alternate work schedules (AWS) for some time. In 1986, when an impasse developed over one aspect of the AWS program then in effect, the parties accepted the recommendation of the Federal Service Impasses Panel to submit the dispute to binding interest arbitration.

The arbitrator accepted AFAFC's proposal on the matter in dispute, the range of hours to be covered under the flexitime program, and ordered the parties to adopt the following schedule:

Flexible Arrival Time	0630-0830
Morning Core Time	0830-1100
Flexible Lunch Time	1100-1230
Afternoon Core Time	1230-1500
Flexible Departure Time	1500-1730

Instead of incorporating the flexitime arrangement into a formal collective bargaining agreement, the parties proceeded by having AFAFC issue a revised version of its "Regulation 11-7," which spelled out the basic policies and procedures for the AWS program, including flexible and compressed work schedules. Among the provisions of Regulation 11-7 are the following:

> 3. Policies
>
> a. . . . All employees must understand and accept the increased responsibilities incurred with flexitime and compressed work schedules and must be willing to adjust their work schedules to meet job requirements. . . .

1/ The General Counsel's unopposed motion to correct the transcript is granted.

. . . . .

> c. Supervisors will permit employees to schedule working hours to best meet the employees' individual needs to the extent permitted by working situations. . . . The supervisor makes the final determination.

Under the established procedures, employees may elect a flexitime (8 hr.) schedule or a compressed work schedule ("5-4-9" plan), under which the employee works nine hours for eight days, eight hours for one day, and is free on the tenth day. Approximately 85-90 percent of the employees elected the "5-4-9" plan. Other employees elected to work a flexitime schedule.

On January 3, 1989, AFAFC Commander (General) Metcalf issued a memorandum stating in part:

> . . . I am instituting expanded office hours throughout AFAFC. Effective 1 January 1989, all functional offices will be open from 0630 to 1730. . . . These hours will provide better service to all our customers, especially those in the western United States, Alaska, and the Pacific. Under our current schedule, many locations have only a couple hours per day to contact us for help. . . . I don't expect the building to be fully staffed from 0630 to 1730; however, offices should have personnel available to conduct routine business and provide functional information and assistance, if requested. Our prime-time office coverage will be 0700 to 1630. I have tasked directors and supervisors to organize new work schedules to meet the 0630-1730 coverage.

(Although General Metcalf described "expanded" hours, they coincide with the hours covered by the existing AWS program.)

Several employees approached Union President William Guidry with concerns regarding General Metcalf's memo. Guidry took the matter up with Edwin Mankey, the Acting Director of Resource Management at AFAFC. Mankey told Guidry he had never seen the memo.

Meanwhile, Deputy Director of Comptroller Support Sheldon Weinberg met with his superior, Director of Comptroller Support (Colonel) Parkinson, about how to implement General Metcalf's aim. They decided to establish a special duty roster to insure adequate coverage of the early and late hours.

On January 17, 1989, Weinberg sent to Directorate employees a memo regarding office coverage. A duty roster setting forth a rotating schedule for the employees was attached. The duty roster was effective January 16, 1989. Guidry queried Mankey about the Weinberg memo/roster. Mankey said he did not know anything about it, and that if he had, he would have notified the Union and they could have "gone to the table and talked about it." Around this time, and perhaps in the same conversation, Mankey told Guidry he was willing to discuss the impact and implementation of the change in hours, but not the change itself.

Guidry also complained to AFAFC representative Charles Van Noy about the lack of advance notice. Van Noy contacted Mankey and Mankey in turn asked Weinberg to suspend the roster. Weinberg did so on January 19. He issued a memorandum explaining that it was suspended "until the Union and [AFAFC's Directorate of Resource Management] work out an acceptable position. We will man the phones by people who have signed in and are working their regular shifts for the time being."

The Union filed an unfair labor practice charge on January 19, alleging that General Metcalf had implemented a unilateral change of hours. The Union was not then aware that Weinberg's new duty roster had been suspended. Some time "right after" the charge was filed, according to Mankey, he again offered to bargain over impact and implementation. In any event, no further contact between the Union and management occurred before Guidry learned from employees that the new roster had been suspended and that, on January 27, a revised version of the earlier new roster was issued, covering the period from February 6 to July 21.

When Guidry received the revised roster and its covering memoranda, he prepared a written demand to negotiate on the change in work schedules for unit employees in the Directorate, and for a delay in implementation until negotiations were completed. Guidry delivered the letter, dated January 31, personally to Mankey. Mankey told Guidry he would negotiate about impact and implementation but would

not delay implementation. I find that this was the same conversation that Mankey referred to as having occurred right after the charge was filed. According to Guidry, Mankey's offer was specifically to bargain about impact and implementation after the new schedule went into effect.

The schedule did go into effect on February 6. An amended unfair labor practice charge alleged the February 6 "implementation" as the unlawful unilateral action. The complaint is based on the amended charge, but it alleges an implementation date of January 27, distinguishing implementation from effectuation, which occurred on February 6.

The Directorate's new duty rosters established a system which ensured telephone coverage of the office during all the hours of operation (6:30am-5:30pm) by requiring designated employees to cover either the early or the late end of the day for week-long periods throughout the year, on a rotating basis. The duty rosters in effect up to the time of the hearing covered the following periods in 1989: 6 Feb. - 28 Apr.; 1 May - 21 July; 10 July - 8 Sept.; 11 Sept. - 10 Nov. Most of the employees' names appeared on all four duty rosters. Each duty roster assigned an employee to a specific week, requiring the employee to begin work at 6:30am or to remain until 5:30pm for that week. Thus, most employees were assigned to come in at 6:30am for two 1-week periods and assigned to stay until 5:30pm for another two 1-week periods during the first nine months covered by the new rosters. However, they were permitted to exchange early or late duty with other employees, being ultimately responsible to insure that "the office is manned."

Employees were affected by the new roster to the extent that their existing hours and days did not conform to the hours and days assigned during the weeks they were listed on the roster. Thus, an employee would not be affected during a week in which he or she was assigned to begin at 6:30am, if that was her elected starting time and she would have been scheduled to work five days. Otherwise, some adjustment was necessary, either by way of actual change of arrival time or by tradeoffs if that was possible. It would appear that at the time the change was implemented the employee complement was such that the system would have required each employee to cover two weeks of 6:30am arrival and two weeks of 5:30pm departure every year. At the time of the hearing, however, the employee complement in the Directorate had fallen to the point where a new rotation began every nine weeks instead of every twelve weeks, thus raising the projected impact to three weeks early and three weeks late every year.

Discussion and Conclusions

A. The Parties' Contentions

The General Counsel contends that the decision to change the duty rosters was negotiable--that is, that the decision was subject to mandatory "substance" bargaining--because it concerned AWS, a fully negotiable subject. The General Counsel also contends that AFAFC was obligated to bargain over the change as a change in "scheduling," although as I read this part of the argument in full it appears to focus on "impact and implementation" (I&I) bargaining. She argues that the new duty rosters constituted a change in a condition of employment--the hours during which the employees are expected to remain at the office--and that they had a substantial impact on the affected employees. The affirmative case for a violation concludes with the argument that the Union was entitled to pre-implementation bargaining and that AFAFC did not afford the Union such an opportunity.

AFAFC contends that it effected no change in the negotiated AWS provisions but only in the employees' tours of duty, as to which there is no duty to engage in "substance" bargaining (negotiations over the decision to make the change). AFAFC denies that it had a duty to bargain over the impact and implementation of the change, on the ground that the change was no more than de minimus. Finally, AFAFC contends that the Union was offered, and waived, the opportunity for I&I negotiations.

B. The Duty to Bargain over the Decision to Change

The General Counsel's legal theory for AFAFC's duty to negotiate over the substance of the change in the duty roster is based exclusively on her reading of the Authority's interpretation of the Federal Employees Flexible and Compressed Work Schedules Act of 1982, 5 U.S.C. §§ 6101, 6120-6133 (Work Schedules Act). I find this issue to be one of first impression insofar as the General Counsel would have me find an unfair labor practice based on a bargaining duty arising under a statute other than the one the Authority is specifically empowered to administer. However, the Authority, with court approval, has made negotiability determinations based on a duty arising under the Work Schedule Act. Bureau of Land Management v. FLRA, 864 F.2d 89 (9th Cir. 1988). Moreover, the authors of the Senate Report on the bill that became the Work Schedule Act thought that refusals to negotiate over the kinds of work schedules

covered by the Act "will continue to be handled under the authority of chapter 71 of this title." S. Rep. No. 365, 97th Cong., 2d Sess. 16 (1982), reprinted in 1982 U.S. Code Cong. & Ad. News 578. Therefore I cautiously accept the responsibility to apply the Work Schedules Act to this case.

The Work Schedules Act authorizes the establishment of both types of AWS with which this case is concerned, flexible schedules and compressed schedules. The Authority has interpreted the Act to require collective bargaining not only over the establishment and termination of such AWS programs, as specifically mandated by the Act, 5 U.S.C. §§ 6130 and 6131, but also over their implementation and administration. National Association of Government Employees, Local R12-167 and Office of the Adjutant General, State of California, 27 FLRA 349, 352, 354 (1987). On the other hand, the Authority has recognized an agency's right under 5 U.S.C. §6122(a) to adjust the arrival and departure times that employees have elected, in order to ensure that the duties of their positions are fulfilled. National Federation of Federal Employees, Local 642, and Bureau of Land Management, Lakeview District Office, Lakeview, Oregon, 27 FLRA 862, 867-68 (1987).

Weinberg's act of changing employees' duty hours constituted no more than this kind of adjustment. It effectuated General Metcalf's memorandum requiring the manning of sufficient positions between 0630 and 1730 hours "to conduct routine business and provide functional information and assistance." The change in the duty rosters did limit the employees' right to elect their hours under the negotiated AWS program, but it did not impinge on the program itself except to the extent that the Authority has recognized as the agency's right. Id. Accord, Bureau of Land Management v. FLRA, supra, at 93.

Nothing in the negotiated agreement, evidenced here by AFAFC Regulation 11-7, gave employees a vested right in the arrival and departure times they selected. Weinberg specifically relied on paragraph 3 of the regulation, which provides, in part, that "[s]upervisors will permit employees to schedule working hours to best meet the employees' individual needs to the extent permitted by working situations," and other language corroborates that AWS schedules are subject to job requirements. A dispute over the validity of a supervisor's application of these provisions is presumably subject to the parties' negotiated grievance procedure, but is not, short of a repudiation of the agreement, the stuff that unfair labor practices are

made of. See, e.g., Immigration and Naturalization Service and Immigration and Naturalization Service, Newark District, 30 FLRA 486, 489-90 (1987). I conclude, therefore, that AFAFC did not change the AWS program in a manner that required negotiations over the decision.2/ Absent any asserted basis other than the requirements of the Work Schedules Act for a duty to bargain over the substance of the decision, I shall recommend dismissal of the allegations of the complaint concerning AFAFC's refusal to bargain over the substance.

C. The Duty to Bargain over Impact and Implementation

Aside from questions arising out of the applicability of the Work Schedules Act, changes in employees' hours of work are not subject to mandatory decision (substance) bargaining,3/ but are subject to mandatory I&I bargaining. Department of the Air Force, Scott Air Force Base, Illinois, 33 FLRA 532, 542-43 (1988). Here, AFAFC contends that it made no change at all, because General Metcalf only restated the work schedule set forth in the then existing AWS program. It is not clear whether this argument is addressed to the obligation to bargain over the decision or to the existence of any bargaining obligation. In either case, it must be rejected. General Metcalf's memorandum is not the subject of this case. It is Weinberg's new duty roster for Directorate employees which constitutes the alleged unilateral change. Once the focus is placed there, it is impossible seriously to dispute the fact that employees' duty hours were changed to some extent.

Further denying that no obligation to negotiate over I&I arose in this case, AFAFC contends that any change that did occur had no more than a de minimis impact. Whether the de minimis exception to the duty to bargain applies is a matter for case-by-case analysis, giving special attention to such

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2/ I do not rely on any provisions of the regulation that permit AFAFC to designate employees as exempt from participation in the AWS program or to terminate the program. The change effected here does not fit within those provisions.

3/ But see Small Business Administration, Washington, D.C., and Small Business Administration, Salt Lake City District Office, Salt Lake City, Utah, 15 FLRA 522, 524 (1984) (AWS experiments are a mandatory subject for bargaining under the Federal Service Labor-Management Relations Statute).

factors as the nature and extent of the effect of the change on conditions of employment. See Department of Health and Human Services, Social Security Administration, 24 FLRA 403, 407-08 (1986) (Social Security).

In Social Security, the Authority used, in the alternative, the concept of "reasonably foreseeable effect of the change." Id. at 408. In subsequent decisions, the Authority has indicated that its inquiry excludes the actual effects and focuses on the "reasonably foreseeable effect of the change in conditions of employment evident at the time the change was proposed and implemented." U.S. Customs Service (Washington, D.C.); U.S. Customs Service, Northeast Region (Boston, Massachusetts), 29 FLRA 891, 899 (1987).4/ In addition, the Authority appears to give substantial weight to the permanence of the change. See Department of Health and Human Services, Family Support Administration, 30 FLRA 346, 349 (1987); Department of Health and Human Services, Social Security Administration, 26 FLRA 344, 347 (1987).

The change that occurred here must first be viewed in relation to the previously existing system. Employees working an eight-hour day, whether they began at 8:30am or earlier under a flexitime schedule, had taken 30-minute lunch breaks and were permitted to leave 8 1/2 hours after their tours of duty began. For employees who had elected the "5-4-9" plan, 9 1/2 hours elapsed between their required arrivals and their departures. There is no evidence that any employees previously were restricted in their choices so that they were forced to arrive before 8:30 am or to leave after 5:00 pm (1700 hours in military time). Some employees regularly completed their tours of duty as early as 3:00 pm.

On its face, a change of scheduling that required employees to adjust their normal working days for approximately (at first) one week out of twelve, and involving an adjustment on the early side of up to two hours and on the

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4/ Earlier decisions gave the impression that impact might be deemed more than de minimis either on the basis of actual effects or reasonably foreseeable effects, whichever were greater. See, e.g., United States Department of the Treasury, Bureau of Alcohol, Tobacco and Firearms, Washington, D.C., and its Central Region, 16 FLRA 528, 529 (1984); Department of the Treasury, U.S. Customs Service, Region I (Boston, Massachusetts), 16 FLRA 654, 668 n. 11 (1984).

late side of up to 2 1/2 hours, is more than de minimis. In a somewhat comparable recent case, the Authority held to be more than de minimis a change in policy whereby employees were required for the first time to notify their supervisors when going on breaks at other than scheduled times and to provide a reason for the changed break time. Department of Health and Human Services, Social Security Administration, Baltimore, Maryland, and Social Security Administration, Jamestown, New York, District Office, 34 FLRA 765 (1990) (Social Security Jamestown).

The impact of the change in the instant case is at least as great. For, while each employee is not affected every day, as in Social Security Jamestown, substantial adjustments to employees' arrival and departure times are, in my view, of more material consequence to employees than a requirement to seek permission for a variance in break times. Moreover, although the change impacted only at regular intervals, it was permanent.

The change, being more than de minimis, is not reduced to de minimis by the fact that employees are permitted to trade assignments with other employees. This privilege lessens the impact on particular employees when they manage to find trading partners. But the responsibility to make arrangements for each desired trade is still a potentially onerous burden. It was up to AFAFC, if it wishes to rely on the trading privilege to establish that the change was de minimis, to show how the reasonably foreseeable impact of the change was sufficiently diminished. Such a showing might arguably have been made, for example, through evidence that there was a broadly available pool of coworkers willing to trade.5/

D. Did AFAFC Fulfill its Duty to Bargain?

5/ The Authority has not had occasion to make any general pronouncements about burdens of proof on the issue of de minimis. Where, as here, the General Counsel has made a prima facie showing that a change occurred which has a reasonably foreseeable impact that is more than de minimis, it would seem appropriate to place on the respondent the burden at least to present some persuasive evidence in rebuttal.

The obligation to negotiate over I&I, where it exists, must be fulfilled by negotiating before the change is implemented. Department of the Air Force, Scott Air Force Base, Illinois, 35 FLRA 844, 852 (1990). The only recognized exception occurs in situations where there is an overriding need to implement the change before the completion of negotiations--that is--that expedited implementation is necessary for the efficient functioning of the agency. Social Security Administration, 35 FLRA 296, 302-03 (1990). See also 22 Combat Support Group (SAC), March Air Force Base, California, 25 FLRA 289, 300-01 (1987); Department of Health and Human Services, Social Security Administration, Baltimore, Maryland, 22 FLRA 91, 116 (1986).

AFAFC does not argue here specifically that pre-bargaining implementation was necessary. However, in view of Mankey's express willingness to negotiate over I&I but not to delay implementation, it is worth noting the absence of any showing of such an overriding need. On the contrary, Weinberg's January 19 memorandum suspending the January 17 roster acknowledged that the Directorate could keep the phones manned by using employees who "have signed in and are working their regular shifts," while the Union and AFAFC "work out an acceptable position."

The revised new duty roster was implemented on January 27 when Weinberg issued another memorandum, with the new roster attached, manifesting a final decision to change the work schedules of specific employees. See Department of the Air Force, Scott Air Force Base, supra, at 854-57. Thus AFAFC was obligated to negotiate before January 27, and could not rely on the period between that date and the "effective" date of February 6 to satisfy its obligation. Id.6/ This make it difficult for AFAFC to sustain its contention that the Union's inaction constituted a waiver of its right to bargain.

AFAFC first offered to discuss I&I when Guidry spoke to Mankey about Weinberg's (later withdrawn) January 17 memo and the attached roster. That offer was belated. The January 17 memo announced not only that a change had been implemented but also that it had gone into effect on January 16. The

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6/ Even if "implementation" did not occur until February 6, the January 27 announcement of February 6 as the effective date signalled an abrogation of the duty to refrain from implementation until negotiations were completed.

Union had no opportunity to do anything to preserve its right to bargain except to protest the unilateral nature of the change, as it did. See Scott Air Force Base, supra, at 858.

Mankey's second offer to negotiate came some time after the Union filed the original unfair labor practice charge (January 19), and probably when Guidry brought him his January 31 written demand to bargain and to delay implementation. If that offer was made, as I believe it was, after January 27, it was not a valid offer because the revised new roster had already been implemented and Mankey refused to postpone its effectuation.7/ If Mankey's second offer was made before January 27, it would have been made during a period when AFAFC had not informed the Union that the first new roster had been suspended. Guidry could reasonably have believed that it was in effect. Whether or not Mankey specifically refused to begin negotiations until after the roster went into effect (as Guidry testified), a post-implementation offer to bargain does not obligate a union to accept the offer in order to avoid waiving its bargaining rights. Id. at 858 n.2.

Mankey made a third offer to negotiate several months later, and it apparently concerned only reserved parking for employees on the duty roster whose carpool arrangements were affected. This grossly belated offer, of course, could not have sired a waiver.

Equally unavailing is AFAFC's contention that the Union's January 31 bargaining demand was untimely because it was submitted "immediately prior to implementation" of the change at issue. As discussed above, the change had been implemented before the Union had any notice of it. The formal demand to bargain was not even necessary to fix AFAFC's duty to bargain, but in any case the demand makes more improbable the notion that the Union waived its right.

All of AFAFC's evidence in support of its waiver defense falls far short of demonstrating that the Union clearly and unmistakably waived its statutory right to bargain over the impact and implementation of the new duty roster.8/ That

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7/ See n.6.

8/ AFAFC has not argued that anything in the parties' agreements constituted a waiver of I&I bargaining, and I do not consider that issue.

defense failing, I conclude that AFAFC violated section 7116(a)(5) and (1) by refusing to bargain with the Union. Accordingly, I recommend that the Authority issue the following order.9/

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 Air Force Accounting and Finance Center, Denver, Colorado shall:

1. Cease and desist from:

(a) Unilaterally changing its employees' tours of duty without notifying the American Federation of Government Employees, Local 2040, AFL-CIO, the exclusive representative of its employees, and affording it the opportunity to bargain over the impact and implementation of the changes.

(b) In any like or related manner interfering with, restraining or coercing its employees in the exercise of their rights assured by the Federal Service Labor-Management Relations Statute.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Federal Service Labor-Management Relations Statute:

9/ The General Counsel seeks a status quo ante remedy. Absent any showing or argument of the existence of factors that would make such a remedy inappropriate (see ante at 11), the impact of the unilateral change persuades me that such a remedy is appropriate here. Federal Correctional Institute, 8 FLRA 604 (1982). I believe, in addition, that "status quo ante" implicitly includes a "make-whole" remedy to place employees in the situation where they would have been if the violation of the Statute had not occurred, and that such a remedy is appropriate here in case any monetary claims are provable. Department of Health and Human Services, Social Security Administration, Dallas Region, Dallas, Texas, 32 FLRA 521, 525 (1988). Finally, the Authority has indicated that a bargaining order remedy should specifically cover recurrences of the unilateral action taken. U.S. Department of Justice, Immigration and Naturalization Service, United States Border Patrol, San Diego Sector, San Diego, California, 35 FLRA 1039 (1990).

(a) Upon request by the American Federation of Government Employees, Local 2040, AFL-CIO, rescind the new duty roster system in the Directorate of Comptroller Support.

(b) Upon request, bargain with the American Federation of Government Employees, Local 2040, AFL-CIO, over the impact and implementation of any future changes in the tours of duty of bargaining unit employees.

(c) Make whole all employees in the Directorate of Comptroller Support who suffered any monetary loss because of the implementation of the new duty rosters.

(d) Post at its facilities in Denver, Colorado, 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, Air Accounting and Finance Center, 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.

(e) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, Region VII, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

The allegation that the Respondent unlawfully refused to bargain over its decision to change tours of duty is dismissed.

Issued, Washington, D.C., August 7, 1990.

JESSE ETELSON
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 change employees' tours of duty without notifying the American Federation of Government Employees, Local 2040, AFL-CIO, the exclusive representative of its employees, and affording it the opportunity to bargain over the impact and implementation of the changes.

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, upon request by the American Federation of Government Employees, Local 2040, AFL-CIO, the exclusive representative of its employees, rescind the new duty roster system in the Directorate of Comptroller Support.

WE WILL, upon request, bargain with the Union over the impact and implementation of any future changes in the tours of duty of bargaining unit employees.

WE WILL, make whole all employees who suffered any monetary loss because of the implementation of the new duty roster.

_____
(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 7, whose address is: 535 16th Street, Suite 310, Denver, CO 80202, and whose telephone number is: (303) 844-5224.