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

AIR FORCE LOGISTICS COMMAND WRIGHT-PATTERSON AIR FORCE BASE, OHIO Respondent	
and	Case Nos. 5-CA-10535 5-CA-10754
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, COUNCIL 214, AFL-CIO Charging Party	

Judith A. Ramey, Esquire
For the General Counsel

Lt. Col. John C. Mantini, Esquire
For the Respondent

Mr. Paul D. Palacio
For the Charging Party

Before: JESSE ETELSON
Administrative Law Judge

DECISION

The Respondent, Air Force Logistics Command (AFLC), discontinued an innovative program at one of the Air Force bases over which it has jurisdiction, without notifying the Charging Party (the Union, or Council 214). AFLC also withdrew an offer it made to the Union to negotiate about implementing the same program throughout AFLC. AFLC then refused the Union's request to put the subject of AFLC-wide implementation back on the bargaining table and to consider the Union's proposals on this subject. These actions resulted in two unfair labor practice complaints. The first, in Case No. 5-CA-10535, alleges that the unilateral discontinuance of the program violated sections 7116(a)(1) and (5) of the Federal Service Labor-Management Relations

Statute (the Statute). The second complaint, in Case No. 5-CA-10754, alleges that AFLC's refusal to negotiate over implementing the program on an AFLC-wide basis violated the same statutory provisions.

I consolidated these cases when they came on to be heard on December 12, 1991, in Dayton, Ohio. Counsel for the General Counsel and for AFLC filed post-hearing briefs.

Findings of Fact 1/

Council 214 is the exclusive representative of a bargaining unit of approximately 70,000 AFLC civilian employees employed at various sites including Kelly Air Force Base in San Antonio, Texas (Kelly). Council 214 and AFLC are parties to a Master Labor Agreement (MLA) which provides, among other things, procedures for midterm bargaining over certain matters at "Command" (national) level and certain matters at "activity" (various sites) level. The MLA is supplemented, with respect to procedures for Union-initiated midterm bargaining, by a side agreement or memorandum of understanding (MOA) (R Exh. 20).

In June 1989, management at Kelly notified AFGE Local 1617, Council 214's agent for representing bargaining unit employees at Kelly, that AFLC had approved a "one-year test" of a program to be called the Commercial Safety Shoe Purchase Option. Under this program, employees who were required to wear safety shoes (traditionally provided by the Air Force) would have the option of

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1/ The facts are essentially undisputed. They are, however, rather convoluted, the parties having followed a labyrinthine path to the courthouse door. I shall attempt to simplify without omitting relevant twists on the path.

Whoever attempts to decipher the record will be confused by the bound volume of Respondent's exhibits. For reasons that are no longer clear if they ever were, these exhibits were placed in the record in reverse numerical order. Further, someone misnumbered R Exh. 20. It is bound as the first of two R Exhibits 1. (It is the document entitled "PROCEDURES FOR UNION INITIATED MID-TERM BARGAINING.") The second, properly numbered R Exh. 1, was rejected. I cannot explain at all how the exhibit numbered R Exh. 4 got into the record, but its presence in the bound volume of exhibits is harmless because it duplicates part of GC Exh. 7.

purchasing them from outside vendors and be reimbursed, up to a stated amount, by the Air Force. The notice to Local 1617 was given pursuant to one of the midterm bargaining provisions of the MLA. The notice invited Local 1617 to "provide any comments/requests you may have within ten calendar days of receipt of this notice." (R Exh. 14.) Local 1617 did not respond, and the program went into effect in July 1989.

Neither the memorandum describing the program nor the accompanying notice to Local 1617 included any discussion of the steps to be taken, if any, at the end of the "one-year test," to extend the program, make it permanent, or terminate it. As it turned out, both management at Kelly and the employees were satisfied with the program. After a year, Kelly management recommended that it be adopted for "Air Force wide application." (R Exh. 15.) Kelly continued to implement it beyond the announced test period, while Kelly officials waited "for word of approval or disapproval from higher headquarters" (Tr. 104). The appropriate authority at Air Force Headquarters approved the program for all "AFLC activities." This was announced in a letter from Air Force Headquarters to AFLC dated 5 February 1991. On 22 February, AFLC sent a letter to its bases, including Kelly, informing them that the program had been approved for implementation, "based on a one-year test at Kelly Air Force Base" (GC Exh. 8). For the guidance of the other AFLC bases, they were provided copies of the program description, with procedures, used at Kelly.

Then, despite everyone's good intentions, things began to unravel. AFLC had apparently not considered notifying the Union about the intended implementation on an AFLC-wide basis. Meanwhile, someone at AFLC prepared a proposed revision of what appears to be an Air Force or AFLC regulation, incorporating the approved safety shoe purchase program (GC Exh. 3, pp. 2-4). The proposed revision found its way to AFLC's labor relations department, where Labor Relations Specialist Randy L. Shaw reviewed it and determined that there was an obligation to notify Council 214. Shaw did so, inviting the Union to submit proposals "over any bargainable impact and implementation relative to this regulation" (GC Exh. 3). Council 214's Executive Assistant, Joseph H. Nickerson, III, promptly requested negotiations over the proposed revision. After further contacts, Nickerson submitted written proposals on 2 May. The parties met, sometime in May, and discussed the Union's proposals. (Tr. 20-24, 122-26, GC Exh. 6.)

After the May meeting, Shaw discovered the 22 February letter from AFLC Headquarters authorizing implementation of the program at the bases. Shaw consulted with his boss, Sheila Hostler, Chief of the Labor & Employee Management Relations Division. Hostler wrote a letter to the appropriate person at AFLC Headquarters, informing him of the obligation to bargain before making negotiable changes. Hostler requested that the 22 February letter be rescinded "until the bargaining obligation with AFGE Council 214 has been fulfilled." (R Exh. 6.) This is when everything really went to pot.

AFLC notified its subordinate bases on 21 May 1991 that the 22 February letter was rescinded and that "the option which allows civilian personnel to purchase safety shoes from outside vendors is canceled until further notice" (GC Exh. 10). Kelly management followed this instruction by issuing a memorandum to a number of its organizational subdivisions (presumably those to which the safety shoe option program applied), canceling the option (GC Exh. 11).

On 3 June, AFLC Labor Relations Specialist Shaw wrote to Council 214 Executive Assistant Nickerson, informing him that AFLC was "withdrawing our bargaining initiative" concerning the proposed revision to the regulations that would have incorporated the purchase option (GC Exh. 7). Shaw also telephoned Santos S. Cavalos, Chief of the Labor Relations Section at Kelly. Shaw told him that the AFLC-wide program was not going to be implemented, that the bargaining initiative had been withdrawn, and that, therefore, the "test program" at Kelly had to be terminated (Tr. 127, 128). On 6 June, Cavalos so informed Local 1617 (GC Exh. 12). The program was, in fact, terminated at Kelly around that time.

Randy Shaw, on receiving a copy of Cavalos' letter to Local 1617, informed Cavalos that there might be a bargaining obligation associated with the cancellation of the program at Kelly, depending on how the program had been implemented. Shaw told Cavalos he was not to understand that AFLC was directing him to rescind the test program at Kelly without fulfilling "any required bargaining obligation." (R Exh. 2.) Cavalos testified that he had determined, on his own, that bargaining was not required.

Nickerson spoke to Shaw and Labor Relations Chief Hostler several times during the next two months. It became clear that AFLC would not "entertain any negotiations for safety shoes" (Tr. 73, 78-79). Nickerson then prepared a letter to Hostler. The letter (GC Exh 14), dated 29 July,

stated in pertinent part:

> Council 214 strongly disagrees with your decision and your right to withdraw your bargaining initiative on the safety shoes issue.
>
> * * * * *
>
> We are requesting that you reconsider your withdrawal initiative and return to the bargaining table to complete negotiations.
>
> If necessary, consider this Council 214 letter our demand to bargain the Safety Shoes issue. Our proposals are attached.

The proposals Nickerson attached consisted of six proposals previously submitted in May and three additional proposals.

Randy Shaw answered Nickerson's letter on 1 August. He responded that AFLC's position was not changed and that there was no bargaining initiative relative to the safety shoe issue on the table. His letter concludes: "Article 25 of the MLA covers all protective equipment for AFLC employees including safety shoes." (GC Exh. 15.)

Discussion and Conclusions

A. Case No. 5-CA-10535: Unilateral Discontinuance at Kelly

Case No. 5-CA-10535 presents the issue of whether AFLC was required to notify the Union and afford it the opportunity to bargaining about discontinuing the purchase option program at Kelly in June 1991.2/ AFLC concedes that the subject of providing the purchase option is negotiable. Nor did it seek before me to limit any bargaining obligation to "impact and implementation" negotiations.

What AFLC does argue here is that any bargaining obligation over this "test program" was met when Local 1617 was given the opportunity to negotiate over its implementation

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2/ AFLC has chosen not to make an issue of whether the bargaining obligation, if any, and any responsibility for violating it, was at the AFLC or the "activity" level, except for the question of where to post remedial notices (Tr. 15).

in 1989 and chose not to exercise it. This "waiver," as AFLC puts it, extended to any right the Union had to bargain about the program, under the theory that: "The change in conditions of employment occurred when the program was implemented, not when it was terminated."

The basis for this interesting theory is that, being a "test program," the purchase option had by definition a limited life. AFLC claims, therefore, to have implicitly reserved the right to terminate the program any time after its stated term, absent a negotiated agreement (the opportunity for which the Union waived) limiting AFLC's right to terminate.

While I do not regard the matter as free from doubt, I do not think that the fact that the program was originally implemented as a "test program" does as much for AFLC's position as AFLC claims. It is true that a test program cannot ordinarily be expected to continue indefinitely as a test program. But by the same token, its continuance beyond its stated term would reasonably be taken to mean, at a certain point and absent any indication to the contrary, that the test period was over and that the program had achieved a more or less permanent status.

What were the indications here? As noted above, the program as described in its implementing memorandum provided neither for automatic termination nor for extension of the "test." Implicitly, then, while the program could have been (and was) continued in effect without further action, some affirmative action was needed in order to terminate it. The position of the General Counsel is that the Union was entitled to negotiate about the decision to terminate it --that is--that the purchase option had become a condition of employment which AFLC could not change without fulfilling its normal bargaining obligation. See Department of the Air Force, Scott Air Force Base, Illinois, 5 FLRA 9 (1981).

That the program was implemented and presented to the Union as a "one-year test" meant that the Union, by its inaction, can be deemed to have consented to a one-year test of the program. It is at least arguable that such consent should be construed to encompass AFLC's implied right to terminate the program at the end of the test period, upon its own finding that the program had failed the test. It is even arguable that the Union consented to AFLC's right to terminate it, at the end of the year, for no reason at all.

It is difficult, however, to stretch the Union's consent much further than that. For example, if the Union can be

said to have consented to a one-year test, that did not necessarily authorize AFLC to terminate it unilaterally after six months. Nor did it free AFLC to extend it indefinitely by inaction and then, years later, declare it terminated by virtue of its original "test" status. As stated above, at a certain point it should be deemed to have survived the test. Was that point reached here?

That specific question is being asked here in the context of the more general question of whether the Union waived its right to bargain over the termination. The answer, then, must be consistent with the well established principle that a waiver of the right to bargain cannot be effective unless it is clear and unmistakable. Scott Air Force Base, supra. It would be one thing to argue that the "one-year test" did not necessarily end at the stroke of midnight on the last day of the test's year. It might not be too far-fetched to conclude that the Union's consent, although based here on implication and not express waiver, gave the green light to a test of approximately a year. Thus, the program might retain its "test" status during a brief extension beyond the first year, while the test "results" were compiled and reviewed. But that is not what happened here.

For one thing, the program remained in effect for almost a year after the expiration of the "test" year. For another, the program had clearly proved satisfactory at Kelly. The Union, when it consented to the one-year test, could reasonably have assumed that in those circumstances the program would continue until its discontinuance was negotiated. The Union would not necessarily have anticipated that the question of the program's continuance at Kelly would become entangled with the issue of making it an AFLC-wide program (which arose only after it had successfully passed its "test" at Kelly) or that the test "results" might be set aside a year after the test period had expired. The only clear and unmistakable waiver here was to permit unilateral implementation of the "one-year test" as originally presented and described. The program that was terminated in June 1991 was one that had acquired the status of a condition of employment: it had been followed consistently, after its "test" period had expired, by both parties and for a significant period of time. Cf. U.S. Department of Labor, Washington, D.C., 38 FLRA 899, 908 (1990) (describing the criteria for establishing a condition of employment through past practice).

B. Case No. 10754: Refusal to Bargain in Response to Union's Request for Midterm Negotiations

The issue here is whether Council 214 made a proper and effective request to open midterm negotiations over implementing an AFLC-wide safety shoe purchase program. Here again, AFLC concedes that the subject matter of the request is negotiable.3/ Nor is there a claim that any provision in the parties' MLA, by virtue of its mention of safety shoes, either waives the Union's right or exhausts AFLC's obligation to bargain about this subject.4/

AFLC's main contention is that Council 214's request to negotiate about the safety shoe purchase option does not conform to the requirements the parties agreed to in the MOA supplementing their MLA, which covers "Procedures for Union Initiated Mid-term Bargaining." AFLC did not contest, in its original brief, that under Authority precedent it has a general obligation to bargain over union-initiated proposals for midterm changes. However, in a Supplemental Submission, AFLC submitted, for my "consideration," the decision of the Fourth Circuit in Social Security Administration v. FLRA, 956 F.2d 1280 (1992), in which the court rejected the Authority's view about the requirement for midterm bargaining for union-initiated changes. I am bound by the Authority's view and must reject this defense.

The main issue, then, is the adequacy of Council 214's request to negotiate. It was AFLC, of course, that first invited midterm negotiations concerning a revision of the regulations that would permit reimbursed purchases of safety shoes.5/ After AFLC withdrew its "bargaining initiative,"

3/ The negotiability of the Union's specific proposals was not litigated. In these circumstances I have no jurisdiction to rule on them. See U.S. Department of the Treasury, Internal Revenue Service, Louisville District, Louisville, Kentucky, 42 FLRA 137, 143, 153-55 (1991). That decision does not, however, bring me much closer to an understanding of what it takes to raise such negotiability issues in an ULP proceeding. Cf. U.S. Department of the Army, Fort Stewart Schools, Fort Stewart, Georgia, 37 FLRA 409 (1990).

4/ Such an issue was raised in AFLC's Answer (GC Exh. 1(ee)) but apparently has been abandoned. See Tr. 70-72.

5/ That initiative was phrased in terms of "impact and implementation" bargaining. However, no dispute remains as to the negotiability of the "substance" of the program.

Council 214 presented its own initiative while protesting the withdrawal of AFLC's. The Union plainly was attempting to put the safety shoe purchase issue back on the table--to "return to the bargaining table to complete negotiations." The Union went further, however. Possibly anticipating and seeking to circumvent any issue as to AFLC's right to withdraw its prior initiative, the Union stated: "If necessary, consider this . . . letter our demand to bargain the Safety Shoes issue. Our proposals are attached."

AFLC refuses to recognize this "demand to bargain" as a proper invocation of the Union's right to initiate midterm bargaining because: (1) the demand does not identify itself as a request to initiate midterm bargaining and (2) it does not "identify" an implementation date. These omitted "identifications" are said to be prerequisites to Union-initiated midterm bargaining under the pertinent MOA. AFLC cites in particular the following parts of the MOA:

> 1. When a bargaining obligation is generated by AFGE Council 214 at the Command level, the following procedures will apply:
>
> a. AFGE Council 214 will notify, in writing, the AFLC Labor Relations Officer of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the implementation date. The Labor Relations Officer or designee may request and be granted a meeting to discuss the change.
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> 3. It is understood by the parties that the intent of this agreement is to use in reverse the procedures found in Sections 33.02 and 33.03 of the MLA when AFGE initiates bargaining except where otherwise changed in this agreement.

What Council 214 did here was to notify AFLC's Chief of labor relations, in writing, that it wished to negotiate over desired changes in conditions of employment that were spelled out in the accompanying proposals. How this letter failed to identify itself as a request to bargain over a Union-initiated proposal for a change is, as the General Counsel argues, "difficult to fathom." If the letter's first defect is its omission of the word "midterm," the fact that the requested negotiations would be midterm was perfectly evident. Neither the MOA nor common sense required the Union to recite the obvious. Nor did the fact

that the subject over which the Union sought to negotiate had first been proposed and then withdrawn by management make any less clear that the Union was now exercising its right to initiate negotiations.

On the other hand, it is at least literally true that the MOA requires that a "reasonable time period/date following the notification will be identified as the implementation date." The purpose of such a requirement, in the case of a Union-initiated change, is obscure. Its presence in the MOA almost certainly is accounted for by the fact that, as set forth in paragraph "3." of the MOA, the procedures for Union-initiated midterm bargaining were intended to track, in reverse, the procedures in the Sections 33.02 and 33.03 of the MLA. Those sections deal with negotiations over management-initiated midterm changes. In the case of such changes, identification of a target implementation date serves understandable purposes in terms of scheduling and moving ahead with the bargaining process. In the case of Union-initiated changes, a desired implementation date could serve, ordinarily, only as an addition to the Union's wish list; there are no situations in the Federal sector that come to mind where a union has the power to implement changes on its own once the desired implementation date has arrived.

To the extent that AFLC is arguing that the Union's omission of an implementation date misled management into failing to realize that the Union was invoking the MOA's procedures, I find that contention to be unreasonable. As stated above, the important thing is that the Union clearly indicated that it sought to negotiate over changes it wished to make. It made its request midterm. The Union was entitled to request (midterm) negotiations, and, in circumstances recognized under Authority precedent, AFLC was obliged to negotiate irrespective of any contractual obligation to negotiate. If, as AFLC argues, the contract restricts the circumstances under which it must engage in midterm negotiations, that is a different matter.

AFLC's can therefore resist its statutory obligation to negotiate only by showing that the Union contractually gave AFLC license to ignore any request to negotiate that did not include an implementation date. In my view, however, that represents a rather strained reading of the requirement that the Union specify such a date. As noted, the requirement appears to be a relatively insignificant (possibly bordering on inadvertent) addition to the outline of procedures to be

followed for requesting midterm negotiations. Omission of the date would present no apparent prejudice to AFLC, nor has any claim of prejudice been made except as an adjunct to the rejected defense that AFLC was misled. It is the sort of omission that could easily be cured by a request from AFLC for a proposed implementation date. It need not delay bargaining. In fact, the purpose of identifying an implementation date was at least partly served here by the Union's suggestion, in the letter requesting negotiations, of a date to begin bargaining.

All of this persuades me that, whatever else might be said about the omission, it is not even reasonable to argue that it was jurisdictional--that is--that in the contemplation of the MOA it relieved AFLC of the duty to comply with the request to negotiate. Thus, AFLC's contention fails whether one applies the Authority's "clear and unmistakable waiver" test, the "differing and arguable interpretations" test recently suggested by the court in Internal Revenue Service v. FLRA, No. 91-1247 (D.C. Cir. May 5, 1992), or the "covered by the contract" test adopted by the same court in Department of the Navy v. FLRA, No. 91-1211, 1992 U.S. App. LEXIS 7593 (D.C. Cir. April 24, 1992).

C. Summary and Remedy

I conclude that AFLC violated section 7116(a)(1) and (5) of the Statute by unilaterally discontinuing the safety shoe purchase program at Kelly Air Force Base and by refusing to negotiate, in response to Council 214's request, over Union-initiated midterm changes that would create such a program AFLC-wide. As an affirmative remedy, I find it appropriate to recommend a restoration of the status quo ante at Kelly.

An issue has arisen as to the scope of posting of the usual notices. Although AFLC has chosen not to dispute on the merits its responsibility for the violation involving the program at Kelly, the credible evidence convinces me that AFLC did, at least for the most part, leave it to the local labor relations staff at Kelly to decide whether to bargain. Since the unilateral change violation affected only Kelly in any event, I do not think that my consolidation of these cases should affect the scope of the posting and I shall recommend a separate order for the Kelly violation, to be posted at Kelly only. As AFLC is found to be responsible, however, the signature of its commander is necessary. The refusal to negotiate on Council 214's

request, on the other hand, affected all of AFLC's bargaining unit employees and must be posted AFLC-wide.

I recommend that the Authority issue the following order.

ORDER

Pursuant to section 2423.29 of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Federal Service Labor-Management Relations Statute (the Statute), the Air Force Logistics Command, Wright-Patterson Air Force Base, Ohio, shall:

1. Stop:

(a) Unilaterally terminating the Commercial Safety Shoe Purchase Option program for civilian employees at Kelly Air Force Base without first affording American Federation of Government Employees, Council 214, AFL-CIO (Council 214), the exclusive representative of those employees, the opportunity to negotiate with respect to any proposed changes in such program.

(b) Refusing to meet and negotiate with Council 214 over midterm initiation of a Command-wide safety shoe purchase option program.

(c) 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 Commercial Safety Shoe Purchase Option program for civilian employees represented by Council 214 at Kelly Air Force Base, and afford Council 214 the opportunity to negotiate with respect to any proposed changes in such program.

(b) Negotiate in good faith with Council 214 about midterm initiation of a Command-wide safety shoe purchase option program.

(c) Post at Kelly Air Force Base copies of the attached Notice "A" on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Commander of the Air Force Logistics Command, 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) Post at all of its facilities where bargaining unit employees are located copies of the attached Notice "B" on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Commander of the Air Force Logistics Command, 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 of the Chicago Regional Office, Federal Labor Relations Authority, Chicago, Illinois, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

Issued, Washington, DC, May 15, 1992

JESSE ETELSON
Administrative Law Judge

NOTICE "A"

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 terminate the Commercial Safety Shoe Purchase Option program for civilian employees at Kelly Air Force Base without first affording American Federation of Government Employees, Council 214, AFL-CIO (Council 214), the exclusive representative of those employees, the opportunity to negotiate with respect to any proposed changes in such program.

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, reestablish the Commercial Safety Shoe Purchase Option program for civilian employees represented by Council 214 at Kelly Air Force Base, and will afford Council 214 the opportunity to negotiate with respect to any proposed changes in such program.

_____
(Agency)

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, Chicago Regional Office, whose address is: 175 W. Jackson Boulevard, Suite 1359-A, Chicago, IL 60604, and whose telephone number is: (312) 353-6306.

NOTICE "B"

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 refuse to meet and negotiate with American Federation of Government Employees, Council 214, AFL-CIO (Council 214), the exclusive representative of affected employees, over midterm initiation of a Command-wide safety shoe purchase option program.

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 negotiate in good faith with Council 214 about midterm initiation of a Command-wide safety shoe purchase option program.

_____
(Agency)

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, Chicago Regional Office, whose address is: 175 W. Jackson Boulevard, Suite 1359-A, Chicago, IL 60604, and whose telephone number is: (312) 353-6306.