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

HEADQUARTERS, 127th TACTICAL FIGHTER WING, MICHIGAN AIR NATIONAL GUARD, SELFRIDGE AIR NATIONAL GUARD BASE, MICHIGAN Respondent	
and	Case No. 5-CA-10712
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2077 Charging Party	

Robert L. Johnston
For Charging Party

David L. Frishberg, Esq.
Barbara G. Ellis
For Respondent

John F. Gallagher, Esq.
For General Counsel of the FLRA

Before: SAMUEL A. CHAITOVITZ
Administrative Law Judge

DECISION

Statement of the Case

This is a proceeding under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7101 et seq., and the Rules and Regulations of the Federal Labor Relations Authority (FLRA), 5 C.F.R. Chapter XIV, § 2423.

Pursuant to a charge filed by the American Federation of Government Employees, Local 2077 (AFGE Local 2077), against Headquarters, 127th Tactical Fighter Wing, Michigan Air

National Guard, Selfridge Air National Guard Base, Michigan (Selfridge ANG), the Acting Regional Director for the Chicago Regional Office of the FLRA issued a Complaint and Notice of Hearing alleging that Selfridge ANG violated section 7116(a)(1) and (5) of the Statute by refusing to bargain with AFGE Local 2077 over safety concerns of bargaining unit employees, and violated section 7116(a)(1), (5) and (8) of the Statute by failing to furnish AFGE Local 2077 with certain requested information.

Selfridge ANG filed an Answer denying it had violated the Statute.

A hearing in this matter was conducted before the undersigned in Detroit, Michigan. Selfridge ANG, AFGE Local 2077, and General Counsel of the FLRA were represented and afforded a full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence, and to argue orally. Briefs were filed and have been fully considered.

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

Findings of Fact

AFGE Local 2077 represents a bargaining unit of employees at Selfridge ANG.

As the result of an internal study Vechel Olson, Chief of Operations and Maintenance (O&M) for Base Civil Engineering at Selfridge ANG, notified Karen Lorence, Chief of Labor and Employee Relations Branch at Selfridge ANG, that three positions would be lost as part of a reduction in the number of positions in O&M.

By letter dated October 3, 1990, Jerome Kurtz, the Civilian Personnel Officer for Selfridge ANG, advised AFGE Local 2077 of the contemplated loss of three positions and advised the union to request impact and implementation bargaining, if it wished to do so. By letter dated October 10, 1990, AFGE Local 2077 President Raymond Lyon advised Selfridge ANG that the union wished to bargain about the impact and implementation of the change and submitted a proposal that the change not be implemented until agreement is reached regarding the employer's "regulatory and contractual obligation to provide a safe working environment in accordance with, but not limited to AFM 85-12, relevant SOP's, and the Negotiated Agreement."

AFGE Local 2077 and Selfridge ANG engaged in six negotiating sessions. These sessions were held on November 19, 1990, December 10, 1990, December 14, 1990, December 19, 1990, January 10, 1991, and January 31, 1991, and lasted anywhere from 25 to 55 minutes. During these sessions the parties discussed a number of different issues and the union requested and received various information and data. Two or three sessions were rescheduled at the request of AFGE Local 2077. At the November 19, 1990 session the parties agreed, "management bears the burden of proving the manning change in heating operations is safe; the union does not have to prove the change is unsafe."

At the December 10, 1990 session AFGE Local 2077 asked which receivers and transmitters had been ordered, and management provided the model numbers but could not advise the union of the name of the manufacturer. Selfridge ANG said it would provide this information, and the union said it would contact the manufacturer if the union desired additional information.

At the December 14, 1990 session the Manager of Ground Safety was present to answer union questions concerning safety aspects of the manpower reduction in the heating operations. AFGE Local 2077 asked management to define its expectations as to how boiler plant operators should deal with major emergencies under the new manning configuration. Management agreed to do so and to review its current operating instructions (OI). Management advised the union of the name of the manufacturer of the receivers and transmitters.

At the last session, on January 31, 1991, AFGE Local 2077 stated management failed to support its position that the change is safe. Management disagreed. Further, at this last session, agreement was not reached and the parties agreed to mutually request mediation assistance from the Federal Mediation and Conciliation Service (FMCS).

By letter dated February 6, 1991, AFGE Local 2077 and Selfridge ANG jointly sought assistance from the FMCS. Apparently this letter was sent to the wrong address by Selfridge ANG and it was returned to Selfridge ANG, which remailed the letter to the correct address.

Sometime later in February, Lorence was contacted by FMCS and advised of dates available to the mediator. Lorence called Lyon to select dates for the mediation, but she did not mention to Lyon that FMCS had contacted her. Lyon stated he would get back to Lorence. At this time Lyon had not been

contacted by FMCS and did not know FMCS had contacted Lorence and did not know the letter requesting FMCS assistance had been mailed to the wrong address. Lyon, therefore was not aware of any emergency in calling Lorence back and Lorence did not contact Lyon again to select a date for mediation. Lyon did contact FMCS in late February or early March of 1990, and was told by Mediator Bob Raub, that because of the elapsed time it was an untimely request for mediation.1/

By memorandum dated March 1, 1991, Selfridge ANG advised AFGE Local 2077 that Selfridge ANG intended to implement its last best offer and that the change, involving the elimination of three permanent positions and the revision of shift manning, would become effective March 10, 1991.

AFGE Local 2077 did not seek the assistance of the Federal Service Impasses Panel (FSIP).

AFGE Local 2077 and Selfridge ANG did not at any time reach agreement as to the impact and implementation aspects of the staffing reduction nor did the union indicate that it did not wish to bargain about impact and implementation of the staffing changes.

On March 10, 1991, Selfridge ANG implemented its manning reduction decision. Prior to the manning reduction changes there were two boiler plants that were manned by two employees in each plant 24 hours a day, that is three shifts. Thus on each shift there were four employees manning these two boiler plants, two employees at each plant. After the manning change, during some shifts there were only three employees manning the two boiler plants, with one employee in each of the two plants and a floater or rover who went back and forth between the two plants.

After the implementation of the manning reduction, AFGE Local 2077 became aware of problems in the boiler plants concerning employee safety. By letter dated July 5, 1991, AFGE Local 2077 requested "post-implementation bargaining over manning reduction in Heating Operations implemented 10 Mar. 91." The letter went on to state that bargaining was necessary to correct safety problems related to Selfridge ANG's "failure to implement and/or enforce

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1/ In this regard I credit the testimony of Lyon and not Lorence's. Lyon was a more credible witness than was lorence and his testimony was more consistent with the surrounding circumstances than was Lorence's testimony.

paragraphs 2, 7, 8, and 11 of SOP 15A." The letter stated that "Daily log sheets" would show a "failure to adhere to proper personal duress alarm procedures and a failure to adhere to the hourly 'rover' plant check procedure."

In its July 18, 1991, response, Selfridge ANG stated that it was its position that it had "exhausted" its obligation to bargain about the change. It went on to state that the issues raised concerning the personal duress alarm and the rover plant check procedures were "extensively dealt with during our impact/implementation bargaining sessions." Selfridge ANG stated further that all provisions of SOP 15A were discussed during the bargaining and at the union's request management modified paragraph 12.

By letter dated July 26, 1991, AFGE Local 2077 responded to Selfridge ANG's letter of July 19, 1991. The union's letter stated:

> "The Employer's obligation to bargain over the implementation of the manning reduction in Heating Ops. is not fulfilled by the fact that the parties reached impasse by mutual agreement. Aforementioned impasse was reached prior to 10 Mar. 91 implementation. Several safety and performance related problems have been documented by the daily log sheets at both boiler plants during the period between 10 Mar. 91 and boiler plant shutdown 18 May 91.
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> "Local 2077 has prepared proposals designed to remedy safety problems noted on boiler plant log sheets after implementation of manning reduction. These problems include: 1) Procedure to ensure safety when personal duress alarm fails to perform adequately. 2)Procedure to ensure operational checks are made at appropriate intervals by boiler personnel. 3) Procedure to clarify relationship between employee personal safety and employee obligation to preserve boiler plant equipment in both minor and major emergencies. 4) Adjustment of JPAS performance evaluation plan to take into account increased or altered workload and responsibilities for both personal and building safety of boiler plant personnel due to manning reduction.
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> "Above referenced proposals will be submitted to the Employer at such time as the Employer agrees

to fulfill it's obligation to bargain under provisions of 5 USC 7114.

"Both the manning reduction in heating ops. and SOP 15A were implemented without agreement between Local 2077 and the Employer. The result of the Employer's unilateral action was creation of unsafe conditions for both heating ops. personnel and equipment. These conditions are documented by the daily boiler plant log sheets from buildings 122 and 1418. Therefore, a request is made for copies of buildg. 122 and 1418 daily log sheets between 10 Mar. 91 and 18 May 91."

The daily boiler plant log sheets contain information about the daily operation of the boiler plants, including information concerning the rover and whether it was properly recorded when and if the rover floated between the two plants and performed the appropriate tests, and whether there were problems with the personal duress alarms,2/ whether the alarms were tested at the beginning of each shift, as required, and whether this was properly recorded in the logs. The information on the log sheets would permit the union to examine and quantify safety problems. The log sheets were maintained in the boiler plant foreman's office.

By letter dated August 13, 1991 Selfridge ANG responded to the AFGE Local 2077 July 26 letter, stating that management's position stated in its July 18, 1991, letter remains unchanged. Selfridge ANG never responded to the union's request for the log sheets, never provided that information, never claimed the information did not exist, and never claimed that to provide the information would be too burdensome.

Although the record is less than clear, it appears there was a collective bargaining agreement between the union and Selfridge ANG in effect at all times material.

Discussion and Conclusions of Law

General Counsel of the FLRA alleges that Selfridge ANG violated section 7116(a)(1) and (5) of the Statute on July 18, 1991, when it refused to negotiate, and continued to

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2/ These personal duress alarms were carried as a result of the manning reduction.

refuse to negotiate thereafter, regarding AFGE Local 2077's concerns, set forth in its July 5 request to negotiate, relative to the manning reduction in the boiler plants.

The FLRA has held that the Statute requires an agency to bargain on union initiated matters which are not addressed in a previously negotiated agreement and which were not waived by the union during the negotiations. Such waiver of a statutory right to initiate bargaining is effective only if clear and unmistakable. Internal Revenue Service, 29 FLRA 162 (1987), review en banc denied sub nom. FLRA v. IRS, 838 F.2d 567 (D.C. Cir. 1988); and Missouri National Guard, Office of the Adjutant General, Jefferson City, Missouri, 31 FLRA 1244 (1988).

In the subject case, on July 5, 1991 and again on July 26, 1991, AFGE Local 2077 asked to negotiate over a number of matters, including safety concerns, involving management's institution of a manning reduction in the boiler plant staff. Selfridge ANG refused these requests to bargain because it felt it had already exhausted its obligation to negotiate concerning the manning reduction because it had given the union notice of the change before it was put into effect and because the union and agency had engaged in six bargaining sessions before the manning reduction was implemented.

The matters raised by the union in its July requests were matters that are appropriate for bargaining and, absent other considerations, Selfridge ANG was obliged to meet and bargain with the union concerning these matters. The FLRA has said that the Statute requires an agency to bargain concerning union initiated matters which are not addressed in a previously negotiated agreement. Internal Revenue Service and Missouri National Guard, Office of the Adjutant General, Jefferson City, Missouri. The collective bargaining agreement in effect between the parties was not placed in evidence and the record does not establish that the union's concerns about the manning reduction was addressed in the previously negotiated agreement. Thus, the matters raised by AFGE Local 2077 were appropriate to require bargaining by Selfridge ANG, in so far as the existing collective bargaining agreement is concerned. In this regard the argument of Selfridge ANG that mid-term bargaining is not required under the Statute is rejected. Selfridge ANG cites Social Security Administration v. Federal Labor Relations Authority, __ F.2d __ (4th Cir. 1992), Case Nos. 91-2065 and 91-2102, decided February 25, 1992, 1992 WL 32760, to support its contention. The FLRA decisions cited above are

contrary to this decision of the Fourth Circuit Court of Appeals, the FLRA has not indicated it would accept and follow the decision of the Fourth Circuit, and I am constrained to follow the decisions of the FLRA. Thus I reject the argument that the Statute does not require mid-term bargaining when requested by the union.

In the subject case I find nothing in the record to support a conclusion that AFGE Local 2077 waived its right to bargain over the matters raised in its July requests. In this regard it must be noted that any waiver, express or implied, must be clear and unmistakable. Internal Revenue Service; Missouri National Guard, Office of the Adjutant General, Jefferson City, Missouri; and U.S. Department of the Navy, United States Marine Corps (MPL), Washington, D.C. and Marine Corps Logistics Base, Albany, Georgia, 38 FLRA 632 (1990) (Marine Corps).

Nothing in the record indicates the existing collective bargaining agreement contains such a waiver. Additionally, nothing during the pre-implementation bargaining sessions nor as a result of those sessions constitute such a clear and unmistakable waiver, implied or expressed. The parties reached no agreement during these bargaining sessions and the entire matter was left unresolved. Nothing done or said by the representatives of AFGE Local 2077 indicated they were giving up or waiving rights to bargain over the effects and impact of the staff reduction. In Marine Corps the FLRA found a clear and unmistakable waiver when the union gave up certain demands in exchange for certain other privileges. There was, by conduct, a clear quid pro quo, which constituted a clear and unmistakable waiver.

In the subject case the parties reached no agreements, the union obtained virtually no concessions and the record indicates no instance where the union gave up its rights to bargain about the effects and impact of the staff reduction. There was no waiver in this case and no quid pro quo from which to infer such a waiver.

Selfridge ANG argues that because it gave prior notice of the change and engaged in pre-implementation bargaining, that somehow constitutes a waiver by the union. I find no such waiver and no support to interpret the Statute as creating such a waiver.

Selfridge ANG confuses the waiver of the right to bargain over the effects of a change with the right to institute a

change, unilaterally, after giving the union adequate advance notice and opportunity to bargain about the change.

The FLRA has held that when an agency gives a union adequate prior notice concerning a change in conditions of employment, which change management is statutorily or otherwise legally permitted to put into effect without bargaining with the union about the subject of the change, and an opportunity to bargain about the impact and implementation of this change, the agency may implement the change if the parties reach impasse during the bargaining and the union does not invoke the services of the FSIP. See U.S. Department of the Air Force, 832nd Combat Support Group, Luke Air Force Base, Arizona, 36 FLRA 289 (1990) (Luke AFB).

Selfridge ANG argues, relying on Luke AFB, that because it gave adequate prior notice of the staffing reduction, bargained with the union about the impact and implementation of the change before the change was implemented, and the union did not seek the assistance of FSIP, Selfridge ANG was permitted to implement the staffing reduction and did not have any further obligation to bargain about the impact and effects of the staffing change. Selfridge ANG misunderstands Luke AFB and confuses the right to implement a change and the obligation to bargain about the impact of the change.

When Selfridge ANG provided AFGE Local 2077 with adequate prior notice of the intended staffing reduction and then bargained about the impact and implementation of the staffing reduction, before it was implemented, it met its bargaining obligations, as described in Luke AFB, and was therefore permitted to implement the staffing reduction without violating the Statute by making an unlawful unilateral change. The FLRA was merely stating that the Statute provided that when an agency makes a change it is permitted to make, without bargaining about the subject of the change, it still must provide the union an opportunity to bargain about the impact and implementation of the change before it is put into effect, so that, when the union desires, meaningful bargaining can take place before implementation. There are, of course certain changes which, if not bargained about before implementation, leave very little to meaningfully bargain about after implementation; changes like closing down an operation or doing away with parking privileges. Thus, by following the prior notice and bargaining opportunity requirements, an agency can proceed and institute its changes without violating the Statute based on the institution of the changes.

However, nothing in the proceeding considerations indicate that the agency need not bargain about the impact of the changes, after they have been instituted, when no agreement had been reached between the union and the agency concerning the impact of the changes and when the union has not waived the right to bargain about the impact of the changes.3/ There may be many situations in which a union would rather bargain about the impact of a change on employees after the change has been put into effect and the union has had an opportunity to observe the actual impact on the employees, than to try to imagine all possible effects a change might have upon employees, before the change is implemented. A change affecting safety and requiring new equipment is the kind of change that might lend itself to more meaningful bargaining after it is implemented and the employees have worked under it for a period of time, than before implementation.

Selfridge ANG would have us require the union to engage in and complete bargaining before implementation of a change, even in those instances when the union would wish to wait and bargain about the impact of a change until after the change was implemented and the union felt it understood the impact of the change and was better prepared to bargain. This frustrates the purpose of the Statute, in so far as it seeks to let employees engage in meaningful collective bargaining, and removes from the employees' representative the right to engage in collective bargaining at the time the union deems best and most effective.

In the subject situation AFGE Local 2077 could reasonably have concluded that it would be in a better situation to bargain about the safety considerations, effectiveness of the personal duress alarms, and how well the staffing reductions were operating in practice, after the staffing changes were implemented and in operation for a period of time than before implementation. Although AFGE Local 2077 had the opportunity to bargain about these matters before implementation of the staffing reduction, it was not until after the implementation that it could see how the personal duress alarms worked, how reliable they were, how the system

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3/ It should be noted that, with respect to the implementation of the changes, failure to reach agreement before implementation most likely means it is unlikely there can be meaningful bargaining about implementation after the changes have been implemented.

for testing and reporting malfunctioning alarms worked and how the floater system actually worked and was reported.4/

I find that the record herein does not establish that the parties were at impasse prior to implementation of the staffing reduction, but merely an impasse was declared so the services of FSIP could be sought by either side. However, even if the parties were at impasse, this would not free management of its bargaining obligation. Rather it permitted the union to utilize the FSIP procedures before implementation of the staffing reduction. The union chose not to follow this course of action; instead it chose to observe how the reductions operated and to continue bargaining. The union chose to continue to attempt to resolve the differences between the parties through collective bargaining, something encouraged by the Statute. If management felt the parties were at impasse and that further bargaining would be fruitless, Selfridge ANG could have utilized the FSIP procedures. Selfridge ANG chose not to seek the aid of the FSIP, but rather chose to refuse to bargain further, a course of action that frustrates the collective bargaining process.

At the hearing in this matter Selfridge ANG seemed to argue that AFGE Local 2077 bargained in bad faith about the impact and implementation of the staffing reduction during the bargaining sessions, and that, therefore, Selfridge ANG was relieved of any further obligation to bargain. This argument is rejected because I find the record herein does not establish that AFGE Local 2077 bargained in bad faith during the bargaining sessions prior to the implementation of the staffing reduction.

In light of the foregoing, I reject the contention of Selfridge ANG that it had fulfilled or exhausted its obligation to bargain about the impact and effects of the staffing reduction before the reduction was put into effect and therefore had no obligation to bargain about the impact and effect of the reduction after it was implemented. Further I reject any contention that AFGE Local 2077 waived, either express or implied, its right to bargain about the impact of the staffing reduction upon the employees.

4/ There is no allegation in this case that Selfridge ANG should not have implemented the staffing reduction March 10, 1991.

Accordingly, I conclude Selfridge ANG violated section 7116(a)(5) and (1) when it refused on July 18, 1991 and August 13, 1991, to bargain with AFGE Local 2077 about the impact and effects of the staffing reduction that had been implemented.

Section 7114(b)(4) of the Statute provides that an agency shall, upon request, furnish the exclusive representative, to the extent not prohibited by law, data which is normally maintained in the regular course of business; which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and which does not constitute guidance, advice, counsel or training provided for management officials or supervisors, relating to collective bargaining.

In its July 26, 1991, letter AFGE Local 2077 asked Selfridge ANG to furnish the boiler plant log sheets for the period from March 10 through May 18, 1991.

Selfridge ANG did not respond to the request for the boiler plant log sheets and did not furnish them to AFGE Local 2077.

General Counsel of the FLRA alleges that AFGE Local 2077 was entitled to the requested boiler plant log sheets under section 7114(b)(4) of the Statute and Selfridge ANG violated section 7116(a)(1), (5) and (8) of the Statute by failing to provide the boiler plant log sheets to the union.

The FLRA has held that an agency that fails to comply with section 7114(b)(4) and provide covered information violates section 7116(a)(1), (5) and (8). E.g. Commander Naval Air Pacific, San Diego, California and Naval Air Station Whidbey Island, Oak Harbor, Washington, 41 FLRA 662 (1991) (Naval Air Pacific).

Selfridge ANG admits that the requested information was normally maintained by Selfridge ANG in the regular course of business; the information was reasonably available; the information does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and disclosure of the information is not prohibited by law.

In its letter of July 26, 1991, AFGE Local 2077 made a clear request for the boiler plant log sheets for buildings 122 and 1418 for the period of March 10 through May 18, 1991.

In this letter the union also stated that Selfridge ANG's institution of the manning reduction created unsafe conditions for both heating plant personnel and equipment and that these unsafe conditions are documented in the daily boiler plant log sheets.

Selfridge ANG argues that it was not required to furnish the requested boiler plant logs because Selfridge ANG had already fulfilled its obligation to bargain with the union about the effects of the staffing reduction. Selfridge ANG argues that because there was nothing left about which to negotiate, the information was not necessary. Selfridge ANG relies on early mid-term bargaining cases[5/] decided before the FLRA modified its position and decided mid-term bargaining is mandatory. See e.g., Internal Revenue Service.

I reject this argument by Selfridge ANG because I have already concluded that Selfridge ANG was obliged to bargain with AFGE Local 2077 about the impact and effects of the staffing reduction that had been implemented in the heating plants. Accordingly, under section 7114(b)(4), the union is entitled to information necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining.

The requested information would enable the union to quantify and document the safety problems which the union believes arose as a result of the March 10 implementation of the staffing reduction. The logs were to contain entries reflecting problems with the personal duress alarms which employees were to carry and reflecting the rover reporting to the plants and assisting the non-rover in the plant. The logs would assist the union in understanding the extent of any safety problems and in preparing proposals for the negotiations.

In light of the foregoing, I conclude the requested information which would assist the union in understanding the problems and preparing proposals for negotiations, is information necessary under section 7114(b)(4) for full and proper discussion and understanding and negotiation of subjects within the scope of collective bargaining, and the

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5/ General Services Administration, 19 FLRA 418 (1985); and U.S. Equal Employment Opportunity Commission, Seattle District Office, Seattle, Washington, 17 FLRA 912 (1985).

failure of Selfridge ANG to provide this information violated section 7116(a)(1), (5) and (8). Naval Air Pacific.

Having concluded that Selfridge ANG violated section 7116(a)(1) and (5) and section 7116(a)(1)(5) and (8) of the Statute, I recommend 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 Statute, it is hereby ordered that Headquarters, 127th Tactical Fighter Wing, Michigan Air National Guard, Selfridge Air National Guard Base, Michigan, shall:

1. Cease and desist from:

(a) Failing and refusing to negotiate in good faith with American Federation of Government Employees, Local 2077, the exclusive representative of its employees, concerning impact and effects on employees of the staffing reduction in the heating boiler plants implemented on March 10, 1991.

(b) Failing and refusing to furnish American Federation of Government Employees, Local 2077, the exclusive representative of its employees, copies of the heating plant logs for the period of March 10 through May 18, 1991, requested on July 26, 1991.

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

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

(a) Upon request, negotiate in good faith with American Federation of Government Employees, Local 2077, the exclusive representative of its employees, concerning the impact and effects on employees of the staffing reduction in the heating boiler plants implemented on March 10, 1991.

(b) Upon request, furnish American Federation of Government Employees, Local 2077, the exclusive representative of its employees, copies of the heating plant logs for the period of March 10 through May 18, 1991.

(c) 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 Commander, Headquarters, 127th Tactical Fighter Wing, Michigan Air National Guard, Selfridge Air National Guard Base, Michigan and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that such Notices are not altered, defaced, or covered by any other material.

(d) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director of the Chicago Regional Office, Federal Labor Relations Authority, 175 West Jackson Boulevard, Suite 1359-A, Chicago, IL 60604, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

Issued, Washington, DC, April 30, 1991

SAMUEL A. CHAITOVITZ
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

AS ORDERED BY THE FEDERAL LABOR RELATIONS AUTHORITY

AND TO EFFECTUATE THE POLICIES OF THE

FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT fail and refuse to negotiate in good faith with American Federation of Government Employees, Local 2077, the exclusive representative of our employees, concerning impact and effects on employees of the staffing reduction in the heating boiler plants implemented on March 10, 1991.

WE WILL NOT fail and refuse to furnish American Federation of Government Employees, Local 2077, the exclusive representative of our employees, copies of the heating plant logs for the period of March 10 through May 18, 1991, requested on July 26, 1991.

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, negotiate in good faith with American Federation of Government Employees, Local 2077, the exclusive representative of our employees, concerning the impact and effects on employees of the staffing reduction in the heating boiler plants implemented on March 10, 1991.

WE WILL, upon request, furnish American Federation of Government Employees, Local 2077, the exclusive representative of our employees, copies of the heating plant logs for the period of March 10 through May 18, 1991.

_____

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