64 FLRA No. 14

UNITED STATES
DEPARTMENT OF THE AIR FORCE
355TH MSG/CC
DAVIS-MONTHAN AIR FORCE BASE, ARIZONA
(Respondent)

and

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 2924
(Charging Party/Union)

DE-CA-06-0373

DECISION AND ORDER

September 28, 2009

Before the Authority: Carol Waller Pope, Chairman, and Thomas M. Beck and Ernest DuBester, Members [1]

I. Statement of the Case

This unfair labor practice (ULP) case is before the Authority on exceptions to the attached decision of the Administrative Law Judge (Judge) filed by the Respondent. The General Counsel (GC) filed an opposition to the Respondent's exceptions.

The complaint alleges that the Respondent violated § 7116(a)(1) and (5) of the Federal Service Labor-Management Relations Statute (the Statute) by assigning new duties to a bargaining unit employee without providing the Union with notice and an opportunity to bargain. The Judge determined that the Respondent violated the Statute as alleged because the new assignment constituted a change in conditions of employment that was more than *de minimis*.

Upon consideration of the decision and the entire record, we deny the Respondent's exceptions, and adopt the Judge's findings, conclusions, and recommended order.

1. Member DuBester did not participate in this decision.

II. Background and Judge's Decision

A. Background

Employee H is a bargaining unit employee within the Respondent's Aerospace Maintenance and Regeneration Center (AMARC). He holds the position of Taxi Driver (Driver) and is assigned to the AMARC motor pool. Prior to March 2006, Employee H had certain specific responsibilities related to the operation of a seven-passenger van. [2] At the beginning of his shift, employee H was responsible for checking the van's fluid levels and replacing fluids as necessary. If employee H discovered any discrepancies with the fluid levels, then he had to report the discrepancies by filling out a form by hand. Checking the van's fluid levels took, on average, thirty minutes to complete. He would then use the van to pick up fuel and oil samples from various locations within AMARC and deliver them to an inspection lab or the Tucson Air Guard, which are located from four to seventeen miles from the motor pool. If Employee H delivered a "high[ ] priority" fuel sample to the inspection lab, then he was required to wait for the lab to test the sample, and then return the test results to the sample's point of origin. Employee H collected samples twice a day, which took, on average, one and one-half to one and three-quarters of an hour each time. In addition, Employee H was responsible for transporting personnel to different locations on and off the base. Upon request, Employee H would give these personnel a tour of the base.

On March 7, the Chief, Motor Pool Operations (Chief), who is employee H's first-line supervisor, informed employee H that he would be responsible for performing daily security checks in the AMARC area "in addition to [his] normal job responsibilities." [3] Judge's Decision at 4. The security checks require employee H to drive through AMARC and examine the fence line to determine whether it is secure. *See id.* at 5 n.3 (citing GC Ex. 4, 8, 10, 19-30). Employee H must also examine aircraft to determine whether they are damaged or unsecured. *See id.* at 5, 5 n.3. After completing the security check, employee H must prepare an electronic report listing his findings and email it to Job Control. *See id.* at 4-5. In addition to his daily reports,

2. All dates refer to 2006.

3. Although the Respondent has a second Driver, the second Driver was excused from the security checks assignment because he has physical limitations that prohibit him from driving over the rough terrain that is in the area where security checks are performed. *See* Judge's Decision at 4 (citing Tr. at 67).

employee H must also submit a monthly report that summarizes his findings.

The same day he received the new assignment, employee H received training from employee M, who had previously conducted the security checks. *See id.* at 4. While driving through the AMARC area, employee M explained the security check process to employee H, pointing out particular areas in the fence line that he should check and the areas where employee H would review aircraft. *See id.* Employee M told employee H that he has discretion to decide what he should report. *See id.* Employee M also provided employee H with an example of the report that he must complete. *See id.* The training lasted approximately ninety minutes. As employee H was unfamiliar with using a computer, after his initial training, employee H received approximately eight days of computer assistance and training from a co-worker. *See id.* at 5. After this period, employee H was able to complete and email the reports without any assistance. *See id.* (citing Tr. at 74-75).

After receiving the new assignment, employee H spoke with the Chief and expressed concern that the reports appeared to be discretionary. *See id.* He also expressed concern regarding how the new duties would affect his position description. The Chief sent an email to his supervisor raising this concern, as well as concerns about the amount of time spent on security checks, but did not receive a response. *See id.* at 5 n.2. Employee H also met with the Union Vice President (Vice President) to express his concern that the security checks were not part of his position description. *See id.* at 6. Employee H did not ask or authorize the Union to file a grievance on his behalf. *See id.* (citing Tr. at 79).

On April 25, the Vice President, by an email with the subject heading "Union/Employer Grievance," filed a grievance pursuant to the parties' agreement concerning health and safety issues in the AMARC control room. *See id.* at 7 (citing GC Ex. 1(d), Attach. 1). Later the same day, the Vice President sent an email to the Respondent's Labor Relations Officer (LR Officer) with the subject heading "Security Checks," which raised several questions concerning the assignment of security checks to Drivers. *See id.* (citing GC Ex. 7). The second email did not reference the earlier email, a grievance, or the control room.

On May 3, the LR Officer informed the Vice President that she would schedule a meeting with the Chief and the Director of Maintenance for AMARC (Director). *See id.* (citing GC Ex. 1(d), Attach. 1). The Vice President requested clarification regarding whether the meetings with the Director, who is responsible for the control room, and the Chief, who is responsible for the Motor Pool, should be separate since the "[s]afety [i]ssue [g]rievance" and the "[s]ecurity [c]hecks [i]ssue" were "separate issue[s.]" *Id.* at 7-8 (citing Tr. 158-59). The Vice President, the LR Officer, and the Chief met on May 16 to discuss the assignment of security checks to Drivers. *See id.* at 8. The parties did not discuss the AMARC control room. An hour later, the Vice President and the LR Officer met with the Director. *See id.* There was no discussion of employee H or his duties during that meeting.

On June 9, the LR Officer sent an email to the Vice President addressing the Union's control room grievance and the assignment of security checks to Drivers. *See id.* Regarding the assignment of security checks, the LR Officer stated that she "could not identify" the portion of the grievance stating that the assignment of security checks to Drivers was an issue. *Id.* (quoting GC Ex. 1(d); Tr. 30). The LR Officer further stated that the assignment of security checks concerned a classification matter, and was, therefore, non-grievable. *See id.* The Union did not respond to the email.

There is no dispute that the Union President, as the designated Union official to receive notice of changes in conditions of employment, did not receive notice of the assignment of security checks to employee H prior to the announcement or implementation of the assignment. *See id.* at 6 (citing Tr. at 16), 16. The Union filed a ULP charge and the GC issued a complaint alleging that the Respondent violated § 7116(a)(1) and (5) of the Statute by assigning the security checks to employee H without providing the Union with notice and an opportunity to bargain over the impact and implementation of the change. *See id.* at 1-2 (citing GC Ex. 1(b)). Prior to the hearing, the Respondent filed a Motion to Dismiss, alleging that the complaint was barred by § 7116(d) because the Union previously filed a grievance over the security checks assignment. *See id.* at 2. Prior to the hearing, the Chief ALJ denied the motion. The Respondent renewed it at the hearing.

B. Judge's Decision

1. § 7116(d) bar

The Judge stated that, under § 7116(d) of the Statute, issues that can be raised under a grievance procedure may be raised as a ULP or as a grievance, but not as both. *See id.* at 11. Determining whether a ULP is barred by an earlier-filed grievance requires an examination of whether the grievance and the ULP involve the same "issues[,]" that is, whether they arose out of the

same factual predicate and whether the legal theories advanced in support of them are substantially similar. *See id.* at 12. The Judge stated that when both tests are met, § 7116(d) bars the subsequent action. *See id.* (citing *Olam Sw. Air Def. Sector (TAC), Point Arena Air Force Station, Point Arena, Cal.*, 51 FLRA 797, 801-02 (1996) (Member Wasserman not participating)).

Applying the above standard, the Judge determined that § 7116(d) did not bar the ULP because the ULP did not arise out of the same factual predicate as the Union's grievance. *See id.* at 12, 14. In this regard, the Judge found that, on its face, the Union's grievance did not include the issue of the assignment of security checks because the Union's grievance only referenced the AMARC control room, and made no mention of employee H or security checks, *id.* at 12; employee H has no involvement with the control room, *id.*; the Vice President informed the LR Officer that she should schedule a separate meeting with the Chief and the Director because the meetings would involve separate issues, *id.* at 12-13; the LR Officer stated that she could not identify the portion of the Union's grievance that raised the security checks issue, *id.* at 13 n.6; and there was no indication that the Vice President, an "experienced" Union official, intended to incorporate the questions raised in his email concerning security checks into the grievance. *Id.* at 13 n.7. The Judge concluded that "it was the Respondent's [LR] [O]fficer who incorporated the two issues into the grievance[,]" and "[t]he fact that the [LR] [O]fficer was confused and meshed the two issues together in her response to the grievance cannot stand as the Union's election of procedures." *Id.* at 12, 13. In addition, the Judge found that, even if the grievance and the ULP charge arose out of the same factual predicate, they did not involve substantially similar legal theories. *See id.* at 14. Accordingly, the Judge found that the ULP was not barred by under § 7116(d).

2. § 7116(a)(1) and (5)

In determining whether the Respondent violated § 7116(a)(1) and (5) of the Statute, the Judge considered whether the assignment of security checks to employee H constituted a change in his conditions of employment that had an effect that was more than *de minimis*.

Applying the above framework, the Judge concluded that the assignment of security checks to employee H constituted a change in his conditions of employment. In this regard, the Judge found that, as a result of the security checks assignment: employee H's duties were expanded to include security inspections and reporting, *see id.* at 18; employee H has to drive over rougher terrain, *see id.*; employee H was required to cultivate the new skills of "inspecting, communicating[,] and reporting[,]" *id.*; and employee H is required to exercise a higher degree of discretion and independent judgment. *Id*. In reaching this conclusion, the Judge found it unnecessary to address the Respondent's argument that it had no duty to bargain because the assignment only changed employee H's "working conditions," and not his "conditions of employment." *Id.* at 18 n.8 (citing *United States Dep't of Labor, OSHA, Region 1, Boston, Mass.,* 58 FLRA 213, 216-17 (2002) (Concurring Opinion of Chairman Cabaniss) (*OSHA*)). In this regard, the Judge noted that the Respondent's argument was based solely on a distinction between "working conditions" and "conditions of employment" under § 7103(a)(13) [4] of the Statute as discussed in the concurring opinion in *OSHA*, and which the Authority has not adopted. *Id.*

The Judge also concluded that the assignment of security checks to employee H had an effect that was more than *de minimis*. In this regard, the Judge found that the security checks were a "significant addition" to employee H's pre-existing duties because: he performs new and different duties that require him to drive over rougher terrain, *see id.* at 18; his new duties are permanent and are performed daily, *see id.*; he must electronically prepare daily and monthly written reports detailing his findings, *see id.* at 18-19; he had never worked with computers or emails before, and, as such, he had to acquire computer skills in order to complete the reports, *see id.* at 19; and his new duties take one to three hours per day to complete. *See id.*

The Judge concluded that the Respondent violated § 7116(a)(1) and (5) of the Statute by assigning additional duties to employee H without providing the Union with notice and an opportunity to bargain over the change. *See id.* at 21. The Judge ordered a *status quo ante* remedy. [5] *See id.*

III. Positions of the Parties

A. Respondent's Exceptions

According to the Respondent, the Judge erred by: (1) finding that the ULP was not barred by § 7116(d) because it was the subject of an earlier-filed grievance; (2) determining that the assignment of duties to

4. 5 U.S.C. § 7103(a)(14) provides, in relevant part: "'conditions of employment' means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions[.]"

5. As no party has excepted to the Judge's remedy, we do not address it further.

employee H constituted a change in his conditions of employment; and (3) finding that the change was more than *de minimis*. *See* Exceptions at 2.

As an initial matter, the Respondent asserts that the Judge incorrectly concluded that § 7116(d) did not bar the ULP because the record establishes that the Union filed a grievance over the assignment of security checks to employee H before it filed a charge on the same issue. *See* Exceptions at 5, 16. In this regard, the Respondent alleges that the LR Officer testified that the grievance she received contained two issues: (1) the assignment of security checks to employee H; and (2) health and safety concerns in the AMARC control room. *See id.* at 15 (citing GC Ex. 1(d) at 6). The Respondent also contends that the LR Officer, the Chief, and the Vice President met on May 16 to discuss the assignment of security checks to employee H, which was the exact issue that the Union raised in the ULP charge it filed in June. *See id.* at 15-16. Further, the Respondent argues that the grievance and the ULP raise the same legal issues.

With respect to the ULP, the Respondent argues that it had no duty to bargain over the impact and implementation of the assignment of security checks to employee H because the assignment did not change a condition of employment. *See id.* at 19. Relying on the concurring opinion in *OSHA*, the Respondent asserts that § 7103(a)(13) of the Statute creates a distinction between "working conditions" and "conditions of employment[.]" *See id.* at 6 (citing *OSHA,* 58 FLRA at 216-17 (Concurring Opinion of Chairman Cabaniss)). According to the Respondent, a change in "working conditions" is not within the duty to bargain. *See id.* The Respondent asserts that the assignment only changed a working condition because employee H continues to perform the same duties for the same employer at the same location. *See id.* at 19 (citing *United States DHS, Border & Transp. Sec. Directorate, United States Customs & Border Prot., Border Patrol, Tucson Sector, Tucson, Ariz.*, 60 FLRA 169 (2004) (Chairman Cabaniss concurring and then-Member Pope dissenting)).

Finally, the Respondent contends that, even if there was a change in conditions of employment, the Judge erred in finding that it was more than *de minimis*. According to the Respondent, the Judge based her conclusion "primarily" on the amount of time it took employee H to perform the perimeter checks, finding that they added one to three hours to employee H's daily duties. *Id*. The Respondent alleges that this finding is flawed because employee H only spends a "fraction" of this time on "new" duties, and spends the remainder of this time on pre-existing duties, namely "driving" and "filling out forms." *Id.* In addition, the Respondent contends that the Judge failed to consider the fact that employee H often combines his new duties with his pre-existing duties, that his pre-existing duties often take priority, and that his security checks do not require any particular degree of skill. *See id.* at 19-20.

B. GC's Opposition

The GC disputes the Respondent's claim that § 7116(d) bars the Union's ULP. In this regard, the GC asserts that the Judge correctly found that the Union's grievance does not involve the assignment of security checks to Drivers and that the LR Officer "incorporated the two issues into the grievance." Opposition at 4 (quoting Judge's Decision at 12-13). According to the GC, the Respondent has not provided any argument or evidence to refute these findings. *See id.*

The GC rejects the Respondent's claim that the Judge incorrectly concluded that the assignment of new duties to employee H constituted a change in his conditions of employment. In this regard, the GC asserts that the Judge properly rejected the Respondent's reliance on the concurring opinion in *OSHA*, and, instead, appropriately applied § 7103(a)(14) of the Statute, which defines conditions of employment, and Authority precedent that establishes when an agency's action concerns a condition of employment. *See id.* at 5-6. Alternatively, the GC argues that the facts do not establish that the distinction set forth in the concurring opinion of *OSHA* between working conditions and conditions of employment applies to this case. *See id.* at 5.

Finally, the GC contends that the Judge appropriately concluded that the assignment of new duties to employee H had an effect that was more than *de minimis* because the record establishes that employee H's assignment is permanent and performed daily, *see id.* at 7; the assignment differs from employee H's previous assignment and requires him to drive over rougher terrain, *see id.*; employee H must submit daily and monthly written reports, *see id.*; employee H had to obtain computer skills in order to complete the reports, *see id.*; the new duties take one to three hours a day, *see id.*; and the Chief complained to senior management about the amount of time necessary to perform security checks. *See id*.

IV. Analysis and Conclusions

A. The Judge did not err by finding that the ULP was not barred by § 7116(d) of the Statute.

As stated by the Judge, it is well established that whether a ULP is barred by an earlier-filed grievance, or

vice versa, requires examining whether the grievance involves the same "issues," that is, whether the grievance arose out of the same factual predicate as the ULP and whether the legal theory advanced in support of the grievance and the ULP are substantially similar. *United States Dep't of Transp., FAA, Houston, Tex.,* 63 FLRA 34, 37 (2008). When both tests are met, § 7116(d) bars the subsequent action. *See id.*

Contrary to the Respondent's assertion that the grievance contained two issues, the record demonstrates otherwise. In this regard, the Respondent does not dispute the Judge's findings that: employee H did not request or authorize the filing of a grievance regarding his new assignment, *see* Judge's Decision at 6; the Union's grievance only mentions the AMARC control room, *see* G.C. Ex. 1(d), Attach. 1; the grievance does not reference employee H, *see* Judge's Decision at 6; employee H has no involvement with the AMARC control room, *see id.*; the Vice President made a request to the LR Officer that she schedule two separate meetings on May 16 because the grievance was a "separate issue" from the security checks issue, *id.* at 12-13; the LR Officer told the Union that she could not identify the portion of the Union's grievance that raised the security checks issue, *see id.* at 13 n.6; and the Vice President is an "experienced" Union representative who would have no problem filing a grievance. *Id.* at 13 n.7. The record also reveals that the Union's email containing its grievance only discusses the AMARC control room, references three other employees, and has the subject heading "Union/Employer Grievance." *See* GC Ex. 1(d), Attach. 1 at 1-2. By contrast, the Union's email raising questions about the security check assignment does not reference the control room or a grievance, and has the subject heading "Security Checks." GC Ex. 7. In addition, the emails do not reference each other. Further, although the Respondent correctly notes that Union officials and management met to discuss the assignment of security checks to employee H before the Union filed a charge on the issue, the Respondent has failed to explain how this fact establishes that the Union filed a grievance over the security checks assignment.

Based on the foregoing, the record supports the Judge's conclusion that the grievance and the ULP did not arise out of the same factual predicate. Accordingly, we find that § 7116(d) of the Statute does not bar the ULP. [6]

B. The Judge did not err by finding that the assignment of new duties to employee H violated § 7116(a)(1) and (5) of the Statute.

It is well established that, prior to implementing a change in conditions of employment, an agency is required to provide the exclusive representative with notice of the change and an opportunity to bargain over those aspects of the change that are within the duty to bargain, if the change will have more than a *de minimis* effect on conditions of employment. *See United States Dep't of the Treasury, IRS,* 56 FLRA 906, 913 (2000). In applying the *de minimis* doctrine, the Authority looks to the nature and extent of either the effect, or the reasonably foreseeable effect, of the change in bargaining unit employees' conditions of employment. *Veterans Admin. Med. Ctr., Phoenix, Ariz.,* 47 FLRA 419, 423 (1993). In determining whether the reasonably foreseeable effects of a change are greater than *de minimis*, the Authority addresses what a respondent knew, or should have known, at time of the change. *Id*.

Asserting that § 7103(a)(13) of the Statute distinguishes between "conditions of employment" and "working conditions[,]" and that a change in the latter is outside the duty to bargain, the Respondent claims that it had no duty to bargain over the assignment of new duties to employee H because it only changed his working conditions.

The task of resolving a dispute over the meaning of a statutory provision "begins where all such inquiries must begin: with the language of the statute itself." *7th Infantry Div. (Light), Fort Ord, Cal.*, 47 FLRA 864, 868 (1993) (quoting *United States v. Ron Pair Enterprises,* 489 U.S. 235, 241 (1989)). In this regard, § 7103(a)(13) defines "conditions of employment" as "personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, *affecting working conditions*[.]" (emphasis added). However, the Statute does not define "working conditions," and a majority of the Authority has previously declined to consider "working conditions" outside the context of "conditions of employment[.]" *SSA,* 55 FLRA 978, 980 n.7 (1999) (Member Cabaniss dissenting). Similarly, although courts have defined "working conditions" under other statutes, they have not done so within the context of the Statute. *Compare, e.g., So. Ry. Co. v. Occupational Safety & Health Review Comm'n,* 539 F.2d 335, 339

6. In view of this conclusion, we do not address whether the grievance and the ULP advance substantially similar legal theories. *See United States Dep't of the Navy, Naval Surface Warfare Ctr., Carderock Div., Acoustic Research Detachment, Bayview, Idaho,* 59 FLRA 763, 765 n.5 (2004) (Chairman Cabaniss concurring).

(4th Cir. 1976) (defining the term "working conditions[,]" as used under the Occupational Safety and Health Act of 1974, as "the environmental area" in which an employee performs his or her daily tasks) *with, e.g., Fort Stewart Schools v. FLRA,* 495 U.S. 641, 646 (1990) (*Fort Stewart*) (although Court rejected definition of "working conditions" under § 7103(a)(13) of the Statute that related to physical conditions of the workplace, it did not define the term); *EEOC v. FLRA,* 744 F.2d 842, 850 n.18 (D.C. Cir. 1984) (same).

Although courts and the Authority have not defined "working conditions," when faced with issues involving "working conditions," they have accorded the term a broad interpretation that encapsulates a wide range of subjects that is effectively synonymous with "conditions of employment." *See, e.g., Fort Stewart,* 495 U.S. at 646; *Antilles Consolidated Educ. Ass'n,* 22 FLRA 235, 237 (1986) (stating that, in examining whether a bargaining proposal effects "working conditions" of employees, the Authority examines the "work situation or employment relationship" of employees). Moreover, to the extent that courts and the Authority have attempted to make distinctions among conditions of employment, such distinctions arose in the context of assessing whether a change in conditions of employment was or was not *de minimis*. *See, e.g., AFGE, Nat'l Border Patrol Council v. FLRA,* 446 F.3d 162, 167 (D.C. Cir. 2006) (court found that a reduction in remedial training for employees was a change in conditions of employment that was not *de minimis*); *United States Dep't of the Treasury, IRS,* 62 FLRA 411, 414 (2008) (Authority found that agency's decision to discontinue past practice of granting leave to employees to attend annual employee appreciation day event was not *de minimis*). The foregoing establishes that, under court and Authority precedent, there is no substantive difference between "conditions of employment" and "working conditions" as those terms are practically applied.

The Respondent has provided no other arguments challenging the Judge's finding that the Agency changed employee H's conditions of employment. Accordingly, we find that the Judge did not err by concluding that assignment changed Employee H's conditions of employment. Therefore, the Respondent was required to bargain over the impact and implementation of the changes to employee H's job duties so long as they had an effect that was more than *de minimis*.

The Respondent also challenges the Judge's conclusion that the assignment had an effect that was more than *de minimis*. However, the Respondent's assertion that, despite the security checks assignment, employee H continues to spend the majority of his time on pre-existing duties, namely "driving" and "filling out forms[,]" is unsupported by the record. Exceptions at 19. In this regard, the Judge's undisputed findings establish that, in addition to employee H's "normal job responsibilities[,]" employee H now: inspects landscape and aircraft, *see* Judge's Decision at 18; drives over rougher terrain, *see id.*; must exercise "higher degrees of discretion and independent judgment" than he previously used, *id.*; and must electronically prepare daily and monthly written reports on a permanent basis. *See id.* at 18-19. The Respondent also does not dispute the Judge's findings that employee H had to receive training before he could perform the security checks, and that employee H required computer assistance for eight days before he could electronically prepare the reports by himself since he had no experience with computers or email. *See id.* at 5. Further, the Respondent does not dispute the Judge's finding that, prior to the new duties, employee H only filled out forms when he discovered discrepancies with the van's fluid levels, rather than on a daily or monthly basis. *See id.* at 3. The foregoing sufficiently establishes that employee H's new duties related to performing security checks encompass more than "driving" and "filling out forms." Exceptions at 19. Accordingly, we find that the Judge did not err by concluding that the change had an effect that was more than *de minimis*.

Based on the foregoing, we find that the Judge did not err by concluding that the Respondent violated § 7116(a)(1) and (5) of the Statute.

V. Order

Pursuant to § 2423.41(c) of the Authority's Regulations and § 7118 of the Federal Service Labor-Management Relations Statute (the Statute), it is hereby ordered that the United States Department of the Air Force, 355th MSG/CC, Davis-Monthan Air Force Base, Arizona, shall:

1. Cease and desist from:

(a) Assigning security checks and aircraft area check duties to taxi drivers, without first affording the American Federation of Government Employees, Local 2924 (the Union), with notice and the opportunity to bargain over procedures and appropriate arrangements.

(b) Interfering with, restraining, or coercing employees in the exercise of their rights assured by the Statute.

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

(a) Rescind the assignment of security checks and aircraft area check duties to taxi drivers, including Lewis A. Henderson.

(b) At the request of the Union, bargain concerning the assignment of security checks and aircraft area check duties to taxi drivers to the extent required by the Statute.

(c) Post at its facilities where bargaining unit employees are located, copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Commander of Davis-Monthan Air Force Base, 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 ensure that such Notices are not altered, defaced, or covered by any other material.

(d) Pursuant to § 2423.41(e) of the Authority's Regulations, notify the Regional Director, Denver Region, Federal Labor Relations Authority, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply.

NOTICE TO ALL EMPLOYEES
POSTED BY ORDER OF THE
FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the United States Department of the Air Force, 355th MSG/CC, Davis-Monthan Air Force Base, Arizona, violated the Federal Service Labor-Management Relations Statute (the Statute) and has ordered us to post and abide by this notice.

WE HEREBY NOTIFY EMPLOYEES THAT:

WE WILL NOT implement the assignment of security checks and aircraft area check duties to taxi drivers, without first affording the American Federation of Government Employees, Local 2924 (the Union), with notice and the opportunity to bargain over procedures and appropriate arrangements.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce bargaining unit employees in the exercise of their rights assured under the Statute.

WE WILL rescind the assignment of security checks and aircraft area check duties to taxi drivers.

WE WILL, at the request of the Union, bargain concerning the assignment of security checks and aircraft area check duties to taxi drivers to the extent required by the Statute.

____
(Respondent/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 its provisions, they may communicate directly with the Regional Director, Denver Regional Office, whose address is: Federal Labor Relations Authority, 1244 Speer Boulevard, Suite 100, Denver, CO, 80204-3581, and whose telephone number is: (303) 844-5224.