UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL INSTITUTE
TALLADEGA, ALABAMA

RESPONDENT

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, COUNCIL OF PRISON LOCALS #33, LOCAL 3844

CHARGING PARTY

Case No. AT-CA-12-0090

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard by the undersigned Chief Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves his Decision, a copy of which is attached hereto, on all parties to the proceeding on this date and this case is hereby transferred to the Federal Labor Relations Authority pursuant to 5 C.F.R. § 2423.34(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.40-41, 2429.12, 2429.21-2429.22, 2429.24-2429.25, and 2429.27.

Any such exceptions must be filed on or before **AUGUST 11, 2014**. Exceptions may be filed electronically at **www.flra.gov**, by selecting **eFile** under the **Filing a Case** tab and follow the instructions, or the can be filed by U.S. Mail addressed to:

Office of Case Intake & Publication
Federal Labor Relations Authority
1400 K Street, NW, 2nd Floor
Washington, DC 20424-0001

CHARLES R. CENTER
Chief Administrative Law Judge

Dated: July 11, 2014
Washington, D.C.

FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C.

OALJ 14-17

DEPARTMENT OF JUSTICE
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RESPONDENT

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, COUNCIL OF PRISON LOCALS #33, LOCAL 3844

CHARGING PARTY

Case No. AT-CA-12-0090

Brian R. Locke
For the General Counsel

Elisa Mason
Scott Gulick
For the Respondent

Wendell Scott
For the Charging Party

Before: CHARLES R. CENTER
Chief Administrative Law Judge

DECISION

STATEMENT OF THE CASE

This case arose under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. §§ 7101-7135 and the Rules and Regulations of the Federal Labor Relations Authority (Authority), Part 2423.

On December 1, 2011, the American Federation of Government Employees, Council of Prison Locals #33, Local 3844 (Charging Party/Union) filed an unfair labor practice charge against the U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional

Institution, Talladega, Alabama (Respondent/Agency). (G.C. Ex. 1(a)). After conducting an investigation, the Regional Director of the Atlanta Region issued a Complaint against the Respondent on May 31, 2012, alleging that the Respondent violated § 7116(a)(1) and (5) of the Statute by relocating a bargaining unit employee without notifying the Union and providing it the opportunity to negotiate to the extent required by the Statute. (G.C. Ex. 1(b)). In its answer to the complaint, the Respondent admitted some of the factual allegations but denied that it committed the alleged unfair labor practice. (G.C. Ex. 1(d)).

A hearing was conducted in Talladega, Alabama, on July 31, 2012. At the hearing, all parties were represented and afforded an opportunity to be heard, to introduce evidence, and to examine witnesses. The General Counsel and the Respondent filed post hearing briefs, which I have fully considered.

Based on the entire record, including my observation of the witnesses and their demeanor, I find that the reassignment of a bargaining unit employee from the medical records office in the FCI Talladega satellite camp to the medical records office in the Medium facility at FCI Talladega (FCI) constituted a change in conditions of employment that was more than de minimis, and Respondent failed to give proper and opportunity to bargain over the change. Therefore the Respondent violated § 7116(a)(1) and (5) of the Statute. In support of these determinations, I make the following findings of fact, conclusions of law, and recommendations.

FINDINGS OF FACT

The Respondent is an agency within the meaning of § 7103(a)(3) of the Statute. (G.C. Ex. 1(b), 1(c)). The American Federation of Government Employees, Council of Prison Locals, AFL-CIO (Council) is a labor organization within the meaning of § 7103(a)(4) of the Statute, and it is the exclusive representative of a nationwide unit of employees that is appropriate for collective bargaining at the Respondent. (G.C. Ex. 1(b), 1(c)). The Charging Party is the agent of the Council for the purpose of representing bargaining unit employees at FCI Talladega. (G.C. Ex. 1(b), 1(c)).

FCI Talladega, Alabama consists of a medium security prison facility (Medium), a camp (Camp) housing minimum security inmates, and a command center which is apart from the Medium and the Camp. (Tr. 24, Tr. 98). The Medium, the Camp, and the command center are located in three different buildings at FCI Talladega. (Tr. 33, 41, 67). Prior to July 2011, Jacqueline Oden worked in a private office at the Camp. (Tr. 55). Within her office at the Camp, Ms. Oden had a computer, printer, facsimile machine, copier, refrigerator, and microwave. (Tr. 58). During the time she was assigned to work at the Camp, Ms. Oden was required to attend morning meetings at the Medium three days per week. (Tr. 71).

In July 2011, Ms. Oden returned to work following an extended medical absence and was placed on temporary assigned duty in the command center on a part time basis. (Tr. 67). Sometime between July and August 2011, Ms. Oden was told by her supervisor, the Health Services Administrator, that she would be reassigned from the Camp to the Medium facility

when she completed her temporary duty assignment. (Tr. 67, 104). Ms. Oden notified Union president Wendell Scott of the planned reassignment the following day. (Tr. 56). It is undisputed that Mr. Scott learned of the reassignment from Ms. Oden. (Tr. 13, 24, 104). Mr. Scott contacted Warden John Rathman and Associate Warden Walter Vereen several times after learning of the planned reassignment seeking to negotiate. (Tr. 14, 104, 105).

Around September 24, 2011, Ms. Oden completed her temporary duty assignment at the command center and returned to work full-time whereupon she was reassigned to work in the medical records office at the Medium facility. (Tr. 69). Her office in that location was shared with another employee. (Tr. 57). While Ms. Oden had her own computer and printer, she had to share a copier and facsimile machine with the other employee. (Tr. 59). Ms. Oden also had access to a refrigerator and microwave, however, unlike her prior office which had such conveniences within, these were located in a break room 20 or 30 feet down the hall. (Tr. 59).

On October 27, 2011, Mr. Scott made a formal request to bargain over the reassignment. (Tr. 14). On November 3, 2011, a human resource specialist for the Respondent sent an email to Mr. Scott requesting proposals related to the impact and implementation of the reassignment. (R. Ex. 1). On November 7, 2011, Mr. Scott replied that since the Respondent refused to negotiate, the Union had no other choice but "to implement the negotiation procedures." (R. Ex. 1). Mr. Scott filed the unfair labor practice charge on December 1, 2011. (G.C. Ex. 1(a)).

In March 2012, Ms. Oden was reassigned to a second office in the Medium facility which she did not share with another employee and that provided her access to a window. (Tr. 72). At the time of hearing, it was not clear if the second reassignment was a temporary or permanent office assignment as the office was typically occupied by an employee working in a different position description. (Tr. 30, 72, 96, 97).

POSITIONS OF THE PARTIES

General Counsel

The General Counsel (GC) contends that the Respondent violated § 7116(a)(1) and (5) by relocating Ms. Oden from the Camp to the Medium, thereby changing the bargaining unit employee's conditions of employment, without providing the Union notice and an opportunity to bargain. The GC asserts that the subsequent relocation of Ms. Oden to a private office in the Medium, following the initial reassignment to a shared office in the Medium, is not relevant to this case because it was not reasonably foreseeable at the time of the initial decision to reassign Ms. Oden. The GC contends that the Authority focuses on the reasonably foreseeable effects of a change to determine if it is more than de minimis and that there is no evidence that Ms. Oden's initial move was temporary.

The GC argues that the impact of the relocation of Ms. Oden was more than de minimis, thus requiring the Respondent to negotiate over the aspects of the change that are within the statutory duty to bargain. *Pension Benefit Guar. Corp.*, 59 FLRA 48 (2003) (*PBGC*). The GC contends that the relevant, factors considered by the Authority show that

the impact upon Ms. Oden was more than de minimis. The GC asserts that the fact that Ms. Oden had to move to a smaller shared office in a different building where she had to share access to certain office equipment demonstrates that the impact upon her working conditions was more than de minimis. (G.C. Br. at 6, 7).

The GC argues that the Respondent failed to give proper notice of Ms. Oden's relocation to the Union and disputes the Respondent's assertion that its failure to give notice was excused by the fact that the Union did not elect to negotiate over subsequent relocations of employees in July 2012. The GC cites *Internal Revenue Serv., Wash., D.C.*, 27 FLRA 664 (1987) and *U.S. Dep't of the Navy, Marine Corps Logistics Base, Barstow, Cal.*, 42 FLRA 287 (1991) to argue that bargaining history cannot be used by the agency to show that bargaining is required. The GC submits that unions should not be encouraged to bargain over every change that is not in dispute. The GC also notes that relocating employees at FCI Talladega is not a common occurrence. (G.C. Br. at 9, 10).

The GC asserts that the Respondent did not satisfy its obligation to notify the Union by telling Ms. Oden she was going to be relocated. It points out that the agency has the burden to prove that it provided sufficient notice to the union and the union waived its right to negotiate. *U.S. Army Corps of Eng'rs, Memphis Dist., Memphis, Tenn.*, 53 FLRA 79 (1997). The GC points out the undisputed evidence that Ms. Oden was informed of her pending reassignment before the Union was notified and maintains that the Respondent did not follow its own standard procedure when it failed to notify the Union prior to Ms. Oden's relocation. (G.C. Br. at 11).

The GC argues that the respondent did not satisfy its obligation to bargain with the Union in good faith by refusing to bargain until after it implemented the change. The GC notes that the Respondent did not offer to negotiate over the move itself and only offered to bargain the impact and implementation of the change after the reassignment was made. (G.C. Br. at 12, 13).

As a remedy, the General Counsel seeks a status quo ante relief. Specifically, the GC asks that the Respondent return Ms. Oden to her prior office in the Camp. The GC asserts that Ms. Oden's reassignment was substantively negotiable because the Respondent did not explain how the relocation was directly and substantively related to a management right. The GC cites cases where proposals affecting office space and location were found negotiable. (G.C. Br. at 14, 15). The GC asserts that the Respondent did not show how Ms. Oden's work location affected a management right and that when a change is substantively negotiable status quo ante should be ordered absent special circumstances. *Fed. Deposit Ins. Corp.*, 41 FLRA 272 (1991), and there are no special circumstances in this case. In the alternative, if the Union can only bargain over the impact and implementation of the change, the General Counsel still contends that status quo ante relief is proper. *Fed. Corr. Inst.*, 8 FLRA 604 (1982) (*FCI*). The GC asserts that the factors set forth in *FCI* weigh in its favor of a status quo ante relief in this case because the Respondent provided no notice, thereby effectively denying the Union the opportunity to bargain. Furthermore, the GC argues that Respondent's action was willful and that the change imposed a significant adverse

impact upon the employee's ability to work, while rescinding the change would not disrupt or impair the Respondent's operations because Ms. Oden can continue performing her job duties at the Camp. Further, the GC asserts that the Respondent did not offer evidence that operations would be disrupted by reassigning Ms. Oden back to the Camp.

The General Counsel also requests that notice of the violation be posted on bulletin boards and circulated via email to Respondent's bargaining unit employees.

Respondent

The Respondent asserts that it did not violate § 7116(a)(1) and (5) because the change in conditions of employment created by Ms. Oden's relocation were de minimis. The Respondent argues that the physical conditions of Ms. Oden's new office and old office were essentially the same. Respondent stated that Ms. Oden has a similar commute, must go through similar search procedures, has a similarly sized office, and has access to the same equipment needed to do her job. Respondent also points out that Ms. Oden did not suffer any loss of pay, grade, or changes in work hours. The Respondent additionally contends that the equitable considerations in the case support the conclusion that the changes were de minimis. The Respondent asserts that a change in the way patient medical records are stored made the relocation of the medical records technician from the Camp to the Medium a necessity. Respondent also points out that only one employee was affected by the move.

The Respondent argues that the Union had actual notice of the relocation and thus it waived its right to bargain over the move. Respondent argues that Union president Wendell Scott had actual notice of the relocation before it was implemented as evidenced by him approaching the Warden and Assistant Warden in an attempt to negotiate the reassignment. The Respondent also maintains that Mr. Scott's only goal was to prevent the move. It claims that he did not present any formal bargaining proposals and made no attempt to negotiate impact and implementation, and thus waived the Union's right to bargain.

Respondent argues that even if it did violate the Statute, a status quo ante remedy is not appropriate. Respondent asserts that the reassignment of Ms. Oden was the exercise of a management right which only requires the Respondent to bargain over the impact and implementation of the change.

Respondent insists that status quo ante relief would be inappropriate because it would severely disrupt and impair the efficiency and effectiveness of providing essential medical care to the entire institutional inmate population. Respondent asserts that the shift in how medical records are maintained from paper to electronic format has eliminated the need for a medical technician at the Camp while creating a need for a medical records technician at the Medium facility. Respondent also asserts that the nature and extent of the impact upon Ms. Oden was minimal. It contends that Ms. Oden has since been moved to a private office with a window and that she has access to the same equipment to perform her duties as she had in the Camp. Respondent also maintains that there was no evidence that the relocation affected Ms. Oden's ability to complete her work duties.

DISCUSSION AND CONCLUSION OF LAW

Prior to implementing a change in conditions of employment, an agency is required, by § 7116(a)(1) and (5) of the Statute, 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, e.g., *U.S. Dep't of the Air Force, AFMC, Space & Missile Sys. Ctr. Detachment 12, Kirtland AFB, N.M.*, 64 FLRA 166, 173 (2009) (*Kirtland AFB*). The determination of whether a change in conditions of employment occurred involves an inquiry into the facts and circumstances regarding the Respondent's conduct and employees' conditions of employment. *Soc. Sec. Admin., OH&A, Charleston, S.C.*, 59 FLRA 646, 649 (2004). The Authority considers the facts evident at the time the change was proposed and implemented to determine if a change is de minimis. *Portsmouth Naval Shipyard, Portsmouth, N.H.*, 45 FLRA 574 (1992).

In applying the de minimis doctrine, the Authority looks to the nature and extent of either the effect, or the reasonably foreseeable effect, of change on bargaining unit employees' conditions of employment. *U.S. Dep't of the Air Force, 355th MSG/CC, Davis-Monthan AFB, Ariz.*, 64 FLRA 85, 89 (2009). There is no evidence in this case to suggest that the Respondent knew when it initially reassigned Ms. Oden to a shared office in the Medium facility that the move was temporary. The Respondent did not offer any evidence that it intended to relocate Ms. Oden to a private office or that a subsequent second office assignment was reasonably foreseeable. Since there was no indication when Ms. Oden was initially reassigned to a shared office in the Medium facility that the reassignment was temporary, the fact that Ms. Oden was subsequently relocated into a different private office will not be considered in the de minimis inquiry.

The Authority has emphasized the significance of work location when examining the nature and extent of the impact upon an employee's working conditions. It has noted that "the location in which employees perform their duties, as well as other aspects of employees' office environments, are matters at the very heart of the traditional meaning of 'conditions of employment.'" *U.S. DHHS, Soc. Sec. Admin., Balt., Md.*, 36 FLRA 655, 668 (1990) (*SSA I*) (quoting *Library of Congress v. FLRA*, 699 F.2d 1280, 1286 (D.C. Cir. 1983)). In addition the Authority has held in several cases that the effect of changing seating assignments can be more than de minimis. *SSA I*, 36 FLRA at 655; *U.S. Dep't of the Treasury, IRS*, 56 FLRA 906 (2000) (*IRS*). In the present case, the distance of Ms. Oden's relocation was more substantial than the moves outlined above as she was reassigned to a different office in another operational unit, located in a different building and housing inmates under a higher level of security. (Tr. at 41).

The number of employees affected by a change in conditions is not determinative as to whether it is de minimis *DHHS, Soc. Sec. Admin.*, 24 FLRA 403 (1986) (*SSA II*). A change that affects only a single employee can be more than de minimis. *Veterans Admin. Med. Ctr., Phx., Ariz.*, 47 FLRA 420 (1993). Thus, the fact that Ms. Oden was the only

employee who was reassigned does not render the change de minimis. Furthermore, the change also impacted the employee already assigned to the office to which Oden was reassigned.

The Authority considers several factors when determining whether office reassignment is more than de minimis including office size, noise level, and access to windows or storage. *See Kirtland AFB*, 64 FLRA at 166; *IRS*, 56 FLRA at 913; *Envtl. Prot. Agency, EPA Region II*, 25 FLRA 790 (1987); *PBGC*, 59 FLRA at 51-52; *SSA I*, 36 FLRA at 655. In this case, Ms. Oden was moved from a private office to a shared office that was slightly smaller, (Tr. at 57, 121-23), and she had to share a copier and fax machine in the new office. (Tr. 58-59).

While it is not clear that standing alone, each of the effects discussed above would render the Respondent's changes more than de minimis, in evaluating their cumulative impact, I find that the effects of the change unilaterally implemented by the Respondent were more than de minimis. Accordingly, I conclude that the Respondent's changes to Ms. Oden's conditions of employment had reasonably foreseeable effects that exceeded the de minimis exception and the Respondent was obligated to provide notice and opportunity to bargain over them prior to implementation.

The Respondent's contention that equitable considerations support a conclusion that the reassignment was de minimis is not convincing. The Respondent is correct in asserting that the number of affected employees and the parties' bargaining history can be considered, however the Authority has held that such factors are to be given limited application when considering the de minimis nature of a unilateral change. *SSA II*, 24 FLRA at 408.

Prior to implementing a change in conditions of employment, an agency must 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 under the Statute. *PBGC*, 59 FLRA at 50 (citing *U.S. Penitentiary, Leavenworth, Kan.*, 55 FLRA 704, 715 (1999)).

Notifying the union of a change after the bargaining unit employee told the union, does not satisfy the Agency's obligation to provide advance notice to the union. *U.S. Dep't of Labor, Wash., D.C.*, 44 FLRA 990, 994 (1992) (*Labor*). In *Labor*, the agency notified the union of an impending change the day after notifying employees. The Authority agreed with the judge in holding that this "after-the-fact" notice did not satisfy the Agency's obligation to give the union advance notice. *Id.* at 991. The judge pointed out that the Agency did not indicate it was willing to bargain; instead it was presented to the employees as a decision already made. *Id.* at 1007. The fact that union learns of a change in conditions of employment afterward from a bargaining unit employee does not excuse an agency's failure to provide proper notice before implementation. *U.S. DOJ, U.S. INS, El Paso Dist. Office*, 34 FLRA 1035, 1048, 1072 (1990) (no proper notice where union steward learned of change after employees); *56th Combat Support Group (TAC), MacDill AFB, Fla.*, 43 FLRA 434, 449 (1991) (no adequate notice where union stewards informed of change but told in capacity as

employees). It is clear in the present case that Ms. Oden was ordered to relocate to the Medium. (Tr. 53). It is also undisputed that Mr. Scott, the Union President, learned of Ms. Oden's reassignment from Ms. Oden herself and that the Respondent did not ask Ms. Oden to notify the Union. (Tr. at 13, 56). There was no indication given to Ms. Oden or Mr. Scott that the decision was negotiable in any way before the reassignment took place. The Respondent never directly notified Mr. Scott of the reassignment. (Tr. at 13, 56). The Respondent in this case, by notifying the Union's exclusive representative only after the bargaining unit employee told the union of a change in conditions of employment, did not meet its obligation to provide adequate notice to the Union.

Since there was no adequate notice given to the Union, the Union could not request bargaining or submit proposals. Therefore, the Union could not waive its right to bargain by failing to do so. *U.S. Dep't of the Air Force, 913th Air Wing, Willow Grove Air Reserve Station, Willow Grove, Pa.*, 57 FLRA 856 (2002). As a result, the Respondent violated § 7116(a)(1) and (5) by reassigning Ms. Oden from the Camp to the Medium facility without giving the Union adequate notice and opportunity to bargain over the relocation prior to it being implemented.

Remedy

As a preliminary matter, I find that the reassignment of Ms. Oden from the Camp to the Medium facility was a management right and thus not substantively negotiable. An agency reassigning employees to a different office is an exercise of management right subject to only impact and implementation bargaining. *PBGC*, 59 FLRA at 48 (Agency was exercising management right when it physically relocated two employees.); *Kirtland AFB*, 64 FLRA at 166 (move of an employee's office required impact and implementation bargaining.); *U.S. DHHS, Soc. Sec. Admin., Balt., Md.*, 41 FLRA 339 (1991) (relocating an office gives rise to an obligation to bargain about the procedures to be followed in implementing the relocation and appropriate arrangements for employees affected by the move, hereinafter called impact and implementation bargaining).

The cases cited by the General Counsel to claim the reassignment was not a management right do not apply to this case. In *NTEU Chapter 83*, the union proposal concerned the amount of space employees would receive, not the location where the employees would be working. *NTEU, Chapter 83*, 35 FLRA 398 (1990). Likewise the other cases cited by the General Counsel have to do with seating arrangements of employees within the same office area, and not relocating the office to which employees were assigned. *Nat'l Treasury Employees Union*, 41 FLRA 1283 (1991); *AFGE, Local 3601*, 39 FLRA 504 (1991); *Nat'l Treasury Employees Union*, 28 FLRA 1108 (1987). The matter here concerns management's right to assign Ms. Oden duties in a new office located in a different building at FCI Talladega. Therefore, the Respondent was only obligated to bargain over the impact and implementation of reassigning Ms. Oden's duty location.

In determining whether a status quo ante remedy would be appropriate in a case involving a violation of the duty to bargain over impact and implementation, the Authority considers: (1) whether, and when, notice was given to the union by the agency concerning the action or change decided upon; (2) whether, and when, the union requested bargaining on the procedures to be observed by the agency in implementing such action or change and/or concerning appropriate arrangements for employees adversely affected by such action or change; (3) the willfulness of the agency's conduct in failing to discharge its bargaining obligations under the Statute; (4) the nature and extent of the impact experienced by adversely affected employees; and (5) whether, and to what degree, a status quo ante remedy would disrupt or impair the efficiency and effectiveness of the agency's operations. *FCI*, 8 FLRA at 606.

The first three of these factors weigh in favor of awarding a status quo ante remedy in this case. As discussed above, the Respondent failed to adequately inform the union of Ms. Oden's relocation before it was implemented. In addition, the Union informally requested to negotiate after it found out about the change, (Tr. at 14), and the Respondent's conduct was willful, as it purposely relocated Ms. Oden without giving notice to the Union. The fact that an agency believes it does not have the obligation to bargain does not mean its actions were not willful. *U.S. Dep't of Energy, WAPA, Golden, Colo.*, 56 FLRA 9 (2000). The Respondent had the obligation to bargain over the impact and implementation of Ms. Oden's reassignment and being right about substantive negotiations does not make its failure to give notice and an opportunity to bargain over the impact and implementation any less willful.

However, the nature and extent of the impact the change had on Ms. Oden's working conditions does not weigh in favor a status quo ante remedy. While the effects of Ms. Oden's relocation were more than de minimis, they were not particularly burdensome. Her commute to each office was essentially the same. (Tr. 70, 120, 122). To the extent Ms. Oden has to go through more security to get to her new office, she had to go through the same security at the Medium facility three times a week for meetings even when she was located at the Camp. In her office at the Medium facility, Ms. Oden had access to the same office equipment she needed in order to perform her job. She had her own computer and printer and she shared a copier and fax with one other employee. (Tr. 58). She had access to a microwave and refrigerator in the breakroom, which was 30 feet down the hall, (Tr. 59), and there is no evidence that the reassignment had a negative impact on her ability to complete her duties. In addition, Ms. Oden was subsequently reassigned to a private office with a window in the Medium facility six months after her initial relocation, which further mitigated the impact of the change. (Tr. 30, 54, 71, 72).

Regarding the fifth FCI factor, I find that the Respondent has demonstrated that a status quo ante remedy would result in significant disruption to the efficiency and effectiveness of the Health Services Department at FCI Talladega. The Health Services Department provides essential medical care to the entire inmate population, around 1,200 inmates. (Tr. 100). The Respondent's Health Services Department is under a staff shortage.

(Tr. at 92-93). At the same time, the transition from paper medical records to an electronic format has eliminated the need for a medical records technician at the Camp. (Tr. at 93-94). As the medical records technician, Ms. Oden is responsible for scanning paper medical records into electronic format and the Medium facility houses more long term prisoners, who are more likely to have paper medical records than prisoners in the Camp. (Tr. at 98-100). The Respondent was behind on scanning at the Medium, where a majority of the inmates of FCI Talladega are located, so it decided to relocate Ms. Oden to the Medium facility where it had a greater need for her duties. (Tr. at 94). Otherwise, the paper medical records had to be transported from the Medium facility to the Camp for electronic scanning. (Tr. at 94). Thus, I find that returning Ms. Oden to the Camp where her duties are not as needed would disrupt the efficiency of the Respondent's operations. Therefore, a status quo ante order is not appropriate under the facts of this case.

In accordance with the Authority's recent decision that unfair labor practice notices should, as a matter of course, be posted on bulletin boards and electronically whenever an agency uses such methods to communicate with bargaining unit employees, such postings are ordered. *See U.S. Dep't of Justice, Fed. BOP, Fed. Transfer Ctr., Okla. City, Okla.*, 67 FLRA 221 (2014).

CONCLUSION

I find that the Respondent violated § 7116 (a)(1) and (5) of the Statute when it reassigned bargaining unit employee Jacqueline Oden from the Camp to the Medium facility as the location for the performance of her duties without providing the Union with notice and an opportunity to bargain prior to implementing the reassignment. Therefore, I recommend that the Authority adopt the following Order:

ORDER

Pursuant to § 2423.41(c) of the Authority's Rules and Regulations and § 7118 of the Federal Service Labor-Management Relations Statute (Statute), the Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Talladega, Alabama, shall:

1. Cease and desist from:

(a) Unilaterally changing Jacqueline Oden's work location without first providing the American Federation of Government Employees, Council of Prison Locals #33, Local 3844 (the Union) an opportunity to bargain regarding the procedures to be observed in implementing those changes and appropriate arrangements.

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

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

(a) Provide the Union with the opportunity to submit proposals related to impact and implementation and bargain to the extent required by the Statute.

(b) The warden for the Talladega Federal Correctional Institution must sign copies of the attached Notice on forms furnished by the Federal Labor Relations Authority. The Respondent must post the signed Notice on bulletin boards at the Federal Correctional Institution in Talladega, Alabama and distribute the Notice, by e-mail, to all bargaining unit employees at the Federal Correctional Institution in Talladega, Alabama within 14 days from the issuance of this order.

(c) Post at its facilities where bargaining unit employees represented by the Union 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 Warden, of the Talladega Federal Correctional Institution, 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. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or internet site, or other electronic means, if the Respondent customarily communicates with employees by such means.

(d) Pursuant to section 2423.41(e) of the Authority's Rules and Regulations, notify the Regional Director, Atlanta 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.

Issued Washington, D.C., July 11, 2014

CHARLES R. CENTER
Chief Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Talladega, Alabama, violated the Federal Service Labor-Management Relations Statute (Statute), and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT unilaterally changing Jacqueline Oden's work location without first providing the American Federation of Government Employees, Council of Prison Locals #33, Local 3844 (the Union) an opportunity to bargain regarding the procedures to be observed in implementing those changes and appropriate arrangements.

WE WILL NOT in any like or related manner, interfering with, restraining, or coercing bargaining unit employees in the exercise of their rights assured by the Statute.

WE WILL provide the Union with the opportunity to submit proposals related to impact and implementation and bargain to the extent required by the Statute.

_____
(Agency/Respondent)

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, Atlanta Regional Office, Federal Labor Relations Authority, whose address is: 225 Peachtree Street, Suite 1950, Atlanta, GA 30303, and whose telephone number is: 404-331-5300.

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION**, issued by CHARLES R. CENTER, Chief Administrative Law Judge, in Case No. AT-CA-12-0090, were sent to the following parties:

CERTIFIED MAIL & RETURN RECEIPT — **CERTIFIED NOS:**

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