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

MEMORANDUM DATE: June 19, 2003

TO: The Federal Labor Relations Authority

FROM: PAUL B. LANG
Administrative Law Judge

SUBJECT: U.S. DEPARTMENT OF HOMELAND SECURITY, BORDER AND TRANSPORTATION SECURITY DIRECTORATE, BUREAU OF CUSTOMS AND BORDER PROTECTION

Respondent

and Case No. WA-CA-02-0646

NATIONAL TREASURY EMPLOYEES UNION

Charging Party

Pursuant to Section 2423.34(b) of the Rules and Regulations 5 C.F.R. § 2423.34(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties. Also enclosed are the transcript, exhibits, and any briefs filed by the parties.

Enclosures

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

U.S. DEPARTMENT OF HOMELAND SECURITY, BORDER AND TRANSPORTATION SECURITY DIRECTORATE, BUREAU OF CUSTOMS AND BORDER PROTECTION Respondent	
and NATIONAL TREASURY EMPLOYEES UNION Charging Party	Case No. WA-CA-02-0646

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the undersigned Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves his/her 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. §§ 2423.40-2423.41, 2429.12, 2429.21-2429.22, 2429.24-2429.25, and 2429.27.

Any such exceptions must be filed on or before **JULY 21, 2003**, and addressed to:

Office of Case Control
Federal Labor Relations Authority
1400 K Street, NW, Suite 201
Washington, DC 20424-0001

_____

PAUL B. LANG
Administrative Law Judge

Dated: June 19, 2003
Washington, DC

OALJ 03-34

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

U.S. DEPARTMENT OF HOMELAND SECURITY, BORDER AND TRANSPORTATION SECURITY DIRECTORATE, BUREAU OF CUSTOMS AND BORDER PROTECTION Respondent	
and NATIONAL TREASURY EMPLOYEES UNION Charging Party	Case No. WA-CA-02-0646

Angela A. Bradley
For the General Counsel

Suzanne L. Wilson
For the Respondent

Jonathan S. Levine
For the Charging Party

Before: PAUL B. LANG
Administrative Law Judge

DECISION

Statement of the Case

This case arises out of an unfair labor practice charge filed on June 28, 2002, by the National Treasury Employees Union (Union) against the United States Customs Service

(Respondent).[1] On September 30, 2002, the Acting Regional Director of the Washington Region of the Federal Labor Relations Authority issued a Complaint and Notice of Hearing in which it was alleged that the Respondent committed an unfair labor practice in violation of § 7116(a)(1) and (5) of the Federal Service Labor-Management Relations Statute (Statute) by implementing a procedural change whereby members of the bargaining unit classified as Auditors in Charge (AIC's) were, for the first time, required to provide weekly updates on audits assigned to their teams through a computer database known as the Regulatory Audit Management Information System (RAMIS) III. It was further alleged that the Respondent failed to provide the Union with notice of the change and subsequently refused a request by the Union that the change be rescinded and that the Respondent bargain with the Union with regard thereto.

A hearing was held in Washington, DC on March 25, 2003, at which time the parties appeared with counsel and were afforded an opportunity to present evidence and to cross examine witnesses. This Decision is based upon consideration of all of the evidence, including the demeanor of witnesses, as well as of the post-hearing briefs submitted by the parties.

Positions of the Parties

The General Counsel

The General Counsel maintains that, by introducing RAMIS III, the Respondent caused a change in the working conditions of AIC's that was more than *de minimis*. For the first time AIC's were required to make weekly rather than monthly reports as to the progress of the audits being conducted by their teams. This requires a significant expenditure of time in searching through the audit work papers and transferring the information to RAMIS III. The impact of the change is not alleviated by the option of delegating the input of data to other team members because

[1] Subsequent to the hearing the General Counsel submitted a motion pursuant to § 2429.5 of the Rules and Regulations of the Authority in which he requested that I take official notice of the Respondent's change of name and organizational structure and change the case caption accordingly. The motion was unopposed and is hereby granted. I have taken official notice that, since March 1, 2003, the Respondent is to be identified as the U.S. Department of Homeland Security, Border and Transportation Security Directorate, Bureau of Customs and Border Protection. The case caption has been changed accordingly.

the AIC's continue to bear the responsibility for the accuracy of the weekly reports.

The Respondent failed to provide the Union with notice of the planned introduction of RAMIS III or to comply with the Union's post-implementation request that the change be rescinded pending the completion of bargaining. The General Counsel concedes that the introduction of RAMIS III falls within the Respondent's management rights as defined in § 7106 of the Statute and that, consequently, the Respondent's duty to bargain is limited to its impact and implementation.

The General Counsel also maintains that a *status quo ante* (SQA) remedy is appropriate and that the Respondent should be ordered to rescind the requirement that AIC's submit weekly updates.

The Respondent

The Respondent argues that the introduction of RAMIS III was not a major departure from past practice but was merely a further refinement of a database that had been in existence since around 1989. Upon receipt of the Union's request to bargain the Respondent informed the Union that the duties of Auditors would not be significantly changed by the introduction of RAMIS III. The Respondent expressed a willingness to discuss the matter if the Union would provide information as to the impact of the revised system on bargaining unit employees. The Union did not provide the requested information but instead filed an unfair labor practice charge.

The Respondent further maintains that the introduction of RAMIS III caused no significant changes in the working conditions of AIC's and that any such changes are *de minimis*. The changes alleged by the General Counsel are not the result of the updating of RAMIS but were caused by the Respondent's development of a Focused Assessment Audit (FA) in the fall of 2001. More detailed information is required under the FA system in which importers are selected for audit based upon the perceived risk of their noncompliance with applicable legal standards. In addition, since the terrorist attacks on September 11, 2001, the audits have been directed to security as well as to compliance concerns. Unlike its predecessors, RAMIS III is designed for the input of data directly from the audit teams. Accordingly, AIC's have been authorized to delegate that function to other team members.

Finally, the Respondent argues that, even if it is found to have committed an unfair labor practice, a SQA remedy would not be appropriate because the information submitted through RAMIS III is essential to the efficient management of the agency.

Findings of Fact

The Introduction of RAMIS III

The Union represents a nationwide bargaining unit which includes auditors assigned to the Respondent's Regulatory Audit Division (RAD). There are GS-13 auditors, also known as AIC's or team leaders, and other auditors who are classified from GS-5 to GS-12. The AIC's direct the efforts of the teams which are made up of the other auditors and of computer specialists. The purpose of the audits is to determine whether importers are in compliance with the law. If the auditing team finds that an importer is not in compliance, the team will calculate the amount of the import duties and penalties for which the company is liable.

The progress of the audit is recorded in the so-called audit work papers. Some of the information, such as the name and address of the company and the identity of its representatives, is entered at the beginning of the audit and may never change. Other pieces of information, such as the reports of conferences with company representatives, time expended on various activities and reasons for delays, are updated continually. Although the data may be recorded by any of the auditors on the team, the AIC is required to "sign off" on the audit reports and is responsible to his or her supervisor for its accuracy and timeliness.

Since around 1989 the Respondent has used the RAMIS computer application as a means of tracking the progress of each audit. The original version, RAMIS I, generated quarterly reports. It collected only basic information and could be accessed by only a small number of employees. The second version, RAMIS II, could accommodate much more information and allowed greater, although still limited, access.

On February 15, 2002, the Respondent issued RAD Bulletin 1 (Joint Ex. 3) in which it promulgated revised guidelines for entering audit data into RAMIS.[2] Under the heading of "Procedure" the bulletin states that:

> The official identified below is required to insure that the data they are [*sic*] responsible for is input into RAMIS within the time frame specified. Compliance with this policy will be

---

[2] The bulletin was originally issued on December 15, 1999, and was first revised on June 5, 2001.

verified by Regulatory Audit Self-Inspection Reviews and Quality Assurance reviews.

Unlike previous versions, the bulletin provided for the entry of data by field personnel, including AIC's, and for weekly rather than monthly updates on the progress of audits. From May through August of 2002 the Respondent held one-day training sessions on RAMIS III input for all RAD personnel.[3]

On December 16, 2002, Cynthia Covell, the Director of the RAD, issued a directive by e-mail to all RAD Field Directors, Assistant Field Directors and HQ (presumably headquarters) Directors on the subject of weekly RAMIS input policy (Resp. Ex. 8). In it she stressed several points including:

a) that the RAMIS input policy had been interpreted differently in different offices and that it must be applied uniformly;

b) that weekly inputs are mandatory; and

c) that, while AIC's are responsible for the content of the data entered into RAMIS III, they need not personally perform the inputs.

The recipients of the directive were required to confirm by e-mail no later than January 15, 2003, that they had notified their staff members of the policy.

The Union's Demand to Bargain

In early June of 2002 Jonathan S. Levine, the Union's Assistant Counsel for Negotiations, first learned of the new input requirement for RAMIS III and of the training. By letter of June 3, 2002 (Joint Ex. 1), to Tonia Brown, a Labor Relations Specialist for Respondent, Levine requested that the Respondent rescind the new requirement for weekly audit updates and negotiate regarding the change.

Because of Brown's absence at the time, Levine's letter was received by Michael J. Wenzler, another Labor Relations Specialist for the Respondent. Wenzler telephoned Levine on June 5 and confirmed that Levine's primary concern was the requirement that weekly rather than monthly updates would be

[3] It is undisputed that the version of RAD Bulletin 1 issued on February 15, 2002, as well as the subsequent training, concerned what has been identified as RAMIS III (see footnote 7 of the Respondent's post-hearing brief).

required. Levine again requested that the change be rescinded and Wenzler replied that he needed to get more information. Wenzler thereupon contacted Chris Michaelson in Respondent's Office of Strategic Trade (OST) of which RAD is a part. Michaelson informed Wenzler that RAMIS III was no more than a modification of an existing system. Wenzler relayed this information to Levine and stated that RAMIS III did not appear to have caused a significant change in working conditions. Levine stated that he had information to the contrary and, at Michaelson's request, agreed to provide that information in writing.

By e-mail message on June 6 Wenzler reminded Levine that he was to provide "a sanitized copy of something you received from one of your field people" and that he had not yet received the document (Joint Ex. 2). Later that day Levine left a voice mail message for Wenzler stating that he had no additional information and that he needed an answer by June 12 as to whether the Respondent would rescind the requirement that auditors input data into RAMIS III on a weekly basis. Wenzler replied by another e-mail message on the same day. He acknowledged receipt of Levine's message and stated that, according to information available to him, the proposed changes to RAMIS were not significant and the requirement of weekly updates was:

> . . . just the addition of an already existing work requirement, with very little impact on the employees. As a result, i [*sic*] am unable to determine if any labor relations related error occurred.

Wenzler did not specifically state that the Respondent would not rescind the requirement for weekly inputs to RAMIS, nor did he inform Levine that the Respondent would not bargain concerning the change. However, he stated that, if Levine could provide a "reasonable explanation" as to how the change had significantly impacted employees, he would discuss solutions to the Union's concerns with representatives of OST (Joint Ex. 2). It is undisputed that neither Levine nor any other Union representative replied to Wenzler's e-mail message. Instead, the Union filed an unfair labor practice charge on June 28, 2002.[4]

Levine testified that he did not provide Wenzler with the requested information because he concluded that, even if the reports from the field had been sanitized, the reporting employees might still have been identified and could have

[4] The charge was signed on June 14 by Colleen M. Keeley on behalf of the Union.

been subject to retaliation. Levine also stated that he felt that the submission of the information would have been futile because the Respondent had already begun training on RAMIS III and because of the deterioration of the relationship between the Respondent and the Union.[5]

The Impact of Weekly Data Input on Bargaining Unit Employees

From the latter part of 2001 through September of 2002, the Respondent implemented the FA system. Under that system importers are selected for audit based upon the perceived risk of their noncompliance with applicable laws and regulations.[6] The FA must be completed within specific time limits and its progress is more closely monitored than were audits under the prior system. Although there is no direct evidence that the requirements of the FA led to the development of RAMIS III, it is clear that RAMIS III was far more compatible with the requirements of FA than was RAMIS II. RAMIS III, unlike the prior version, allows for the input of data by all members of the audit team rather than by a relatively small number of supervisors. Because of the increased accessability of the system the Respondent was able to require weekly inputs by the auditors in the field. While the need for weekly inputs might have been the result of the introduction of the FA, it was RAMIS III that made them feasible.

Richard Dargon, an AIC in Boston, testified that he spends either two to four or four to eight hours a week compiling information from audit work papers for input into

---

[5] The General Counsel produced no evidence to show that the Respondent was likely to retaliate against employees who provided Levine with information. Apparently such fears did not deter two AIC's from testifying at the hearing. Levine's conclusions as the futility of submitting the information was based upon the Respondent's election to terminate its partnership agreement with the Union and to withdraw its election to bargain over permissive subjects. The Respondent's actions were presumably taken pursuant to the authority granted to government agencies by Executive Order 13203 dated February 17, 2001. It is unclear when the Respondent actually withdrew from the partnership agreement.

[6] The FA replaced the Compliance Assessment Audit. Under the previous system importers were presumably selected for audits without regard to the likelihood of noncompliance. Although there was no evidence as to other differences in the audits, the issue is not crucial to this decision.

RAMIS III.[7] He acknowledged that, in December of 2002, all auditors were authorized to perform inputs. However, members of audit teams in Boston, other than the AIC, do not do so. Dargon either performs all of the input himself or "delegates" the function to his supervisor if he (Dargon) is away from the office. Although the actual input into RAMIS III does not take much time, a significant amount of time and effort is required to gather the necessary information from individual team members and from the audit work papers whose format is different from that of RAMIS III. That effort was not required before the introduction of RAMIS III. Dargon testified that he regularly informed his supervisor of the additional time required for the weekly input.[8]

The testimony of Elliott Katz, an AIC in New York, was generally consistent with that of Dargon. Katz stated that it takes only about fifteen minutes each week to input data into RAMIS III. However, it takes from two to four hours to collect the data.

Both Dargon and Katz testified that they personally perform all inputs into RAMIS III unless they are out of the office. They do so because the AIC is ultimately responsible for the accuracy of the data.

Covell testified that the information entered into RAMIS III was a compilation or distillation of information that is in the audit work papers. She also stated that, while practices might differ between offices, it was her impression that, for the most part, AIC's personally entered the data.

After having carefully reviewed all of the evidence, I find as a fact that, while practices may differ between the Respondent's field offices, a substantial portion of the weekly data entered into RAMIS III is accomplished by AIC's. I further find that the Respondent was aware of that fact and either knew or should have known that this would be the effect of the introduction of RAMIS III.

Discussion and Analysis

7
The stated times are apparently for each audit and depend upon the complexity of the audit.

8
During the course of the hearing counsel for the Respondent stated that she did not intend to offer evidence that the situation in Boston was not typical of Respondent's offices throughout the country.

There Was A Change in Working Conditions

It is undisputed that, with the introduction of RAMIS III, the Respondent, for the first time, required members of the bargaining unit to enter data into the system on a weekly basis. Bargaining unit members could not have been required to do so previously because they did not have access to the earlier versions of RAMIS.

The Respondent misses the point in its argument that the requirement for weekly inputs was the result of the introduction of the FA. Even if that were so, the inputs, weekly or monthly, could not have been accomplished by bargaining unit employees if the RAMIS III system had not been introduced.

The evidence indicates that the actual input into RAMIS III would generally take no more than about fifteen minutes, either in total or for each audit. That also is beside the point. The data cannot be entered into the system unless it is first extracted from the work papers, a process that takes several hours a week. The distinction between the collection of the data and its actual input is artificial; each step is part of a single obligation that was first imposed on bargaining unit employees with the introduction of RAMIS III.

The Change Was Not *De Minimis*

In determining whether a change in procedure has more than a *de minimis* effect on conditions of employment, the Authority looks to the nature and extent of either the effect, or the reasonably foreseeable effect, of the change, *U.S. Department of the Air Force, Air Force Materiel Command,* 54 FLRA 914, 919 (1998). Covell testified that she was under the impression that AIC's enter most of the data into RAMIS III. The Respondent cannot legitimately claim that this is an unexpected result. While Covell's directive of December 16, 2002, stated that AIC's need not personally enter the weekly data, the same directive indicated that AIC's were responsible for the accuracy of the data, a responsibility that originated in the language of the latest version of RAMIS Bulletin 1.[9]

In light of the directive of December 16, 2002, it may be true that the AIC's are performing the data entry of

[9] AIC's are also responsible for the accuracy of the data recorded on work papers. However, as Covell acknowledged, the entries into RAMIS III are not necessarily duplicates of the data which is already in the work papers.

their own choice and that the duty would be *de minimis* if it were distributed among the other members of the audit team who also have access to RAMIS III. However, it is understandable and, more importantly, foreseeable that AIC's would be reluctant to leave the weekly updates to other team members. Such reluctance is especially understandable in view of the fact that the RAMIS III system does not allow for the editing of inaccurate data.[10]

In view of the foregoing factors, including the time required for the AIC's to make the weekly inputs to RAMIS III, I am unpersuaded by the Respondent's argument that the change in working conditions is *de minimis*.

The Union's Request to Bargain Was Sufficient

The Respondent does not maintain that the Union waived its right to demand bargaining but has observed that it chose to file an unfair labor practice charge rather than to provide the requested details concerning the adverse effects of the requirement of weekly inputs to RAMIS III. Although the Union's strategy was arguably imprudent, it was sufficient to trigger the Respondent's obligation to enter into impact and implementation bargaining. It is undisputed that the Respondent was aware that the bulk of the data entry was being performed by AIC's. The effect of requiring AIC's to make weekly entries to RAMIS III rather than monthly reports to their supervisors should have been obvious to the Respondent. Additional information from the Union might have induced the Respondent to at least begin negotiations, but the submission of the information was not necessary as a matter of law.

---

[10] There is no evidence that the performance evaluation of any AIC has been adversely affected because he or she has delegated the entry of data to other team members.

A SQA Remedy Is Not Appropriate

In *U.S. Department of the Air Force, 913th Air Wing, Willow Grove Air Reserve Station, Willow Grove, Pennsylvania*, 57 FLRA 852 (2002), the Authority reaffirmed the longstanding principle, first enunciated in *Federal Correctional Institution*, 8 FLRA 604, 606 (1982) (*FCI*), that:

> The appropriateness of a *status quo ante* remedy must be determined on a case-by-case basis, carefully balancing the nature and circumstances of the particular violation against the degree of disruption in government operations that would be caused by such a remedy (57 FLRA at 857).

In *FCI* the Authority set forth five criteria as a guide in the process of striking the necessary balance. They are:

Whether and when the agency gave notice to the union. There is nothing in the record to show that the Respondent gave any notice to the Union of the change in working conditions. The requirement for weekly inputs to RAMIS III by field personnel was first promulgated in the revision to RAMIS Bulletin 1 dated February 15, 2002, but the bulletin was not addressed to the Union. Furthermore, Covell's directive of December 16, 2002, indicates that the new procedure was not being fully implemented at that time. All of this corroborates Levine's testimony that he first learned of the implementation of the new procedure from bargaining unit employees on or about June 3, 2002.

Whether and when the union requested bargaining. As stated above, the undisputed evidence shows that the Union requested bargaining as soon as it learned that the Respondent had taken the first steps toward implementing the change by training bargaining unit personnel on RAMIS III.

The willfulness of the agency's conduct in failing to discharge its bargaining obligations under the Statute. The record shows that the Respondent promptly replied to the Union's bargaining request and, in fact, reminded Levine that he had not submitted the additional information of adverse affects as promised. Furthermore, there is no evidence to show that the Respondent was not sincere in its belief that the changed procedure would not cause a significant change in working conditions. The Respondent's good faith does not detract from its wilful refusal to bargain, *U.S. Department of Energy, Western Area Power Administration, Golden, Colorado*, 56 FLRA 9, 13 (2000).

However, it is relevant to the issue of the appropriateness of a SQA remedy.

The nature and extent of the impact experienced by adversely affected employees. The impact on AIC's of the requirement for weekly updates, while significant, is not severe and is largely conjectural. The General Counsel has not disputed the Respondent's contention that neither AIC's nor other auditors have been asked to perform duties outside of their job descriptions. Thus far the new procedure is no more than an unwelcome distraction from the performance of other duties. While the AICs' fear of possible adverse consequences is understandable, those consequences have not yet occurred and can readily be addressed through bargaining on impact and implementation.

Whether and to what degree a SQA remedy would disrupt or impair the efficiency and effectiveness of the agency's operations. The evidence suggests that a SQA remedy would have a serious impact on the Respondent's operations. The effectiveness of the FA system is largely dependent on weekly updates on the progress of the audits. If the updates were not generated by bargaining unit auditors and AIC's, nonmembers of the audit teams would be required to consult work papers to obtain the information. Such a procedure would be far less efficient, if not impossible, because the nonmembers would not have the knowledge of the individual audits which is enjoyed by the team members. Furthermore, the Respondent would be deprived of "real time" information that can only be supplied by the members of the audit team.

In summary, the application of the first two of the *FCI* criteria support the granting of a SQA remedy while the remaining three do not. Therefore, a SQA remedy is not deemed to be appropriate.

After careful consideration of the evidence and of the post-hearing briefs of the parties I conclude that the Respondent committed an unfair labor practice in violation of § 7116(a)(1) and (5) of the Statute by requiring AIC's to submit weekly rather than monthly reports on the progress of their audits without providing the Union with advance notice and affording it an opportunity to bargain over the impact and implementation of the change.

Accordingly, 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, it is hereby ordered that the U.S. Department of Homeland Security, Border and Transportation Security Directorate, Bureau of Customs and Border Protection, shall:

1. Cease and desist from:

(a) Refusing to bargain upon request with the National Treasury Employees Union concerning the requirement that Auditors in Charge submit weekly reports as to the status of audits assigned to their teams.

(b) Interfering with, restraining or coercing its employees in the exercise of their rights assured by the Federal Service Labor-Management Relations Statute.

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

(a) Bargain upon request with the National Treasury Employees Union concerning the requirement that Auditors in Charge submit weekly reports as to the status of audits assigned to their teams.

(b) Post at all locations to which bargaining unit members are assigned 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 Director of the Regulatory Audit Division 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.

(c) Pursuant to § 2423.41(e) of the Rules and Regulations of the Authority, notify the Regional Director of the Washington Regional Office, Federal Labor Relations Authority, in writing, within 30 days of the date of this Order, as to what steps have been taken to comply.

Issued, Washington, DC, June 19, 2003

PAUL B. LANG
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 U.S. Department of Homeland Security, Border and Transportation Security Directorate, Bureau of Customs and Border Protection violated the Federal Service Labor-Management Relations Statute and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT refuse to bargain upon request with the National Treasury Employees Union concerning the requirement that Auditors in Charge submit weekly reports as to the status of audits assigned to their teams.

WE WILL NOT interfere with, restrain or coerce bargaining unit employees in the exercise of their rights assured by the Federal Service Labor-Management Reporting Statute.

WE WILL bargain upon request with the National Treasury Employees Union concerning the requirement that Auditors in Charge submit weekly reports as to the status of audits assigned to their teams.

_____
_
(Agency)

Dated: _____
By: _____
(Signature) Director

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, Washington Regional

Office, whose address is: Federal Labor Relations Authority, Tech World Plaza North, 800 K Street, NW, Suite 910, Washington, DC 20001-2000, and whose telephone number is: 202-482-6700.

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION**, issued by PAUL B. LANG, Administrative Law Judge, in Case No. WA-CA-02-0646 were sent to the following parties:

_____

CERTIFIED MAIL AND RETURN RECEIPT **CERTIFIED NOS:**

Angela A. Bradley **7000 1670 0000 1175 2065**
Counsel for the General Counsel
Federal Labor Relations Authority
Tech World Plaza North
800 K Street, NW, Suite 910
Washington, DC 20001-2000

Suzanne L. Wilson **7000 1670 0000 1175 2072**
Office of the Chief Counsel
U.S. Department of Homeland Security
Office of Chief Counsel
1300 Pennsylvania Ave., NW, Suite 4.4B
Washington, DC 20229

Jonathan S. Levine **7000 1670 0000 1175 2089**
Assistant Counsel for Negotiations
NTEU
1750 H Street, NW
Washington, DC 20006

Dated: June 19, 2003
Washington, DC