

ARBITRATION PURSUANT TO APPOINTMENT BY  
FEDERAL MEDIATION AND CONCILIATION SERVICE

In the Matter of Arbitration Between,  
ALCOHOL AND TOBACCO TAX AND TRADE  
BUREAU, U.S. DEPARTMENT OF THE  
TREASURY

Grievance of the Union:  
Failure to Broadcast Vacancy  
Announcements 07-TTB-038,  
07-TTB-043 and 07-TTB-044p  
FMCS CASE NO. 08-509Th

and

NATIONAL TREASURY EMPLOYEES UNION  
M. David Vaughn, Arbitrator

**OPINION AND AWARD**

This proceeding takes place pursuant to Article 35 of the Collective Bargaining Agreement July 20, 2002 between the Bureau of Alcohol, Tobacco and Firearms ("ATF" or the "Predecessor Agency") of the United States Department of the Treasury ("Treasury" or the "Department") and the National Treasury Employees Union ("NTEU" or the "Union") (the 2002 Agreement is also the "ATF-NTEU Agreement") to resolve a grievance filed by the Union against the Alcohol and Tobacco Tax and Trade Bureau ("TTB", the "Agency" or the "Successor Agency") of the Treasury Department, (collectively, TTB and NTEU are the "Parties" to the proceeding) to resolve three grievances, each filed by the Union on September 11, 2007 to protest the Agency's failure to broadcast to bargaining unit employees notice of three Vacancy Announcements: 07-TTB-038, 07-TTB-043 and 07-Tm-044P. The Agency denied the grievances by letters dated September 21, 23008. The Union thereupon invoked arbitration. The cases were consolidated for hearing. From a list of arbitrators provided by the Federal Mediation and Conciliation Service and in accordance with the procedures of the Parties, I was selected to hear and decide the dispute.

A hearing was scheduled and convened at offices of the Agency in Washington, D.C. on February 11, 2008 at which the Union was represented by Negotiations Assistant Alexa Rukstale, Esq. and the Agency by Attorney O. Rene Fodrea, Esq. A Motion made in advance of the hearing to Strike certain documents was filed by the Union, responded to by the Agency and resolved in a conference call held in February of 2008, in advance of the hearing.

1

At the hearing, the Parties were offered full opportunity to present witnesses and documentary evidence and to cross-examine and challenge testimony and documents offered by the other. For the Union testified National Negotiator Stephen Keller, Esq., International Trade Specialist and Union Steward Warren Wynn and Industry Specialist and Union Local Secretary Dorothea Howlett. The Agency called as its witness Human Resources Division Director Susan Greemore. Joint Exhibits 1-S ("JX"), Union Exhibits 1-

("UX") and Agency Exhibits 1- ("AX") were offered and received into the record. Witnesses were sworn but not sequestered. A transcript of the hearing, page references to which are designated "Tr.", was prepared, constituting by agreement of the Parties the official record.

At the conclusion of the hearing, the Parties elected to submit written closing briefs. The record of proceeding closed with receipt of the Agency's and the Union's post-hearing briefs (page references are designated as "AB" and "US", respectively) on April 5, 2008. This Opinion and Award is based on the record herein. It interprets and applies the Agreement and applicable statutes, regulations and authorities.

### **ISSUES**

At the hearing, the Parties agreed (Tr. 5,6) that the sole issues for determination are:

Whether the Agency violated Article 9, Section 3A of the ATF-NTEU Agreement when it failed and refused to initially broadcast Vacancy Announcements 07-TTB-038, 07-TTB-043 and 07-TTB-044P to all bargaining unit employees?

### **APPLICABLE PROVISIONS OF THE ATF-NTEU AGREEMENT**

Article 9, Merit Promotion and Lateral Reassignment Opportunities, provides, in parts:

#### Section 1: General

- A. It is the purpose of this Article to provide a systematic and equitable procedure for filling positions through competitive procedures based upon merit principles. It is the intent of the Federal promotion policy that employees complete through an established procedure for those position changes that will enhance their career prospects. The Parties agree that the selection and advancement of employees should be determined solely on the basis of the relative ability, knowledge and skills after fair and open competition that assures all receive equal opportunity.

\* \* \*

#### Section 3: Vacancy Announcements

- A. Vacancy announcements will be posted and remain open for a minimum of fifteen (15) workdays. Each vacancy announcement will

initially be broadcast to all employees and will remain posted on the ATF intranet for the life of the announcement.

## **FACTUAL BACKGROUND**

### **The Agreement and the Parties**

The Agency was established by the Homeland Security Act of 2002 ("HSA") as a Bureau within the Treasury Department. Tr.15, 44. The Agency is the functional successor to the Bureau of Alcohol, Tobacco and Firearms and performs the revenue and regulatory function previously carried out by that Agency. It was "stood up" January 24, 2003. TTB has approximately 530 employees, organized into Headquarters, National Revenue Center ("NRC", its largest unit) audit teams and laboratories. TTB's mission is to collect alcohol, tobacco, firearms and ammunition excise taxes and to ensure that such products are labeled, advertised and marketed in accordance with the law and to administer related laws and regulations. AX1A. The Union is the exclusive bargaining representative of Agency employees within a defined bargaining unit.

The Union represents approximately 100 of the Agency's 530 employees. Ms. Greemore is TTB's Director of Human Resources and oversees administration of Merit Promotion activities and administration of the Agreement; however, when TTB was stood up and after a transition period in which ATF continued its administration of TTB, the Agency's HR functions were assigned to the Treasury Department's Bureau of Public Debt ("BPD"). The BPD specialist primarily assigned to handle TTB's HR and LR functions is Mr. Mike Church.

The Agreement in effect at times relevant to the grievances at issue in this proceeding was negotiated between the ATF and NTEU in 2002. When the Agency succeeded ATF, the 2002 Agreement was in effect; it was assumed by TTB and continues to govern the terms of employment of bargaining unit employees without break or modification.

The Agency and Union negotiated an Agreement effective in 2008 to replace the 2002 ATF-NTEU Agreement, but not until after all of the events at issue here had transpired. Some of the terms of the 2008 Agreement were described at the hearing, but I am not persuaded that they are relevant to this dispute.

### **Agency Organization and Vacancy Announcements**

The Agency fills positions through the establishment and posting of vacancy announcements, as did its predecessor ATF. Some vacancies are announced within a particular organization or locality; some are announced Agency-wide. The total number of vacancy announcements in any given year, Agency-wide, is only about 30.

Merit promotion announcements are open only to Federal or Agency employees (with some exceptions) although delegated examining announcements are also open to the general public. The Agency's vacancy announcements themselves state whether they are open to the general public or are limited to Federal or TTB employees.

Agency vacancy announcements are prepared on its behalf by the BPD as part of the arrangement whereby EPD provides Human Resources ("HR") support to TTB. The announcements are made available to TIE employees through TTh's Intranet which has a homepage with a clickable link to "Careers" (AX 7a) , on which an employee can "click" to reach the Agency webpage for Careers. (AX 7b) - The Careers page has, in turn, a clickable link labeled "USAJOBS". The webpage instructs employees to "click" on the link to view a list of current TTh vacancy announcements. (AX 7c) . The Agency-specific list is generated by the Office of Personnel Management ("OPM") on-line system.

### **Negotiation of the 2002 ATF-NTEU Agreement**

Mr. Keller testified that he was the chief negotiator for the Union in the negotiations which led to the 2002 ATF-NTEU Agreement. He testified that there was no procedure in place by ATF to broadcast vacancy announcements or notices thereof to all employees prior to that Agreement and that the Union proposed the broadcast requirement, to which the Parties ultimately agreed, as part of the negotiations for a Merit Promotion procedure.

Mr. Keller testified that ATF had in place in 2002 an Intranet, which it used to broadcast various types of messages to all employees or to groups of employees. He testified that, when the Parties used the term "broadcast" to describe part of the Agency's obligation with respect to vacancy announcements, it came from ATF usage to describe communications sent simultaneously to all ATF employees. Mr. Keller testified that the Parties to the negotiations understood that the term "broadcast" meant sending the information to all employees using the ATF Intranet.

Mr. Keller acknowledged that, after the negotiations were complete, the Parties did clarify that the negotiated requirement was simply to list in the broadcasts notices of the vacancy announcements to be posted and not to broadcast the full text of the posted announcements. Tr. 39. He denied that the Union ever released the Agency from its obligations in this regard.

### **Establishment of the Agency and Transfer of the Agreement**

As indicated, the Agency was established by HSA. The Union's status as exclusive representative of TTB employees did not change with its creation. As indicated, TTB assumed the 2002 ATF-NTEU Agreement without any gap and without any change.

**Broadcasting Vacancy Announcements by TTB  
Under the 2002 Agreement**

Mr. Keller testified that, following execution of the 2002 AFT-NTEU Agreement, the Agency both posted and broadcast announcements concerning the posting of vacancies. The evidence with respect to the broadcasting of vacancy announcements by TTB following its establishment is in conflict.

Ms. Greemore testified that she checked with ATF officials who had been involved in the 2002 negotiation and implementation of the 2002 Agreement and was advised by them that it had never broadcast vacancy announcements to its employees. She testified that she also checked with BPD employees and was advised that never, during the time before Ms. Greemore started her work with the Agency in Septenther of 2004, had TTB broadcast such announcements. Finally, she testified that the Agency had not, during her tenure, broadcast vacancy announcements. it is not disputed that the Agency did not, during anytime subsequent to the filing of the grievance through the effective date of the New Agreement, broadcast announcements.

Ms. Howlett testified that, during the period 2003-2005, the Agency broadcast notices of job vacancy announcements. She identified copies of five such notices which were sent to her and to all employees in her Cincinnati, Ohio NRC office, which were introduced into the record as UX 3. The last such notice was sent in February of 2005.

**Union Protest to Agency**

There came a time in August of 2006 when Mr. Keller made inquiry to Mr. Church as to the Agency's apparent failure to comply with the broadcast requirement as the Union understood the obligation. Mr. Church apparently indicated in response that he would "look into it". Tr. 33-35. The results of Mr. Church's review are not part of the record. He never advised the Union that there was no obligation.

The Union filed its grievances when no change was forthcoming and additional vacancies were announced without broadcasting them. The Union did not acknowledge in that exchange the Agency's right to dispense with broadcasting vacancy announcements and the Agency did not assert the right.

**TTB's Handling of the Vacancy Announcements**

TTB advertised a vacancy for an auditor position in Seattle, Washington with a merit promotion announcement (07-TTE-038) open from August 28, 2007 to September 18, 2007 (AX 4a) . TTh also advertised a vacancy for an investigator position in Miami, Florida in two announcements, one a merit promotion announcement (07-TTB-043) open from September 4, 2007 to September 12, 2007 (AX 5a) and the second as a delegated examining announcement (07-TTE-044P) open starting on the same date but ending on September 12, 2007 (AX Ga)

The Agency posted the vacancy announcements on its intranet, which is, as indicated, accessible to all employees, it did not

broadcast any of the announcements or broadcast any notice that the announcements had been posted.

### **The Grievances**

By three separate grievances, each dated September 11, 2007, the Union by its Chapter 305 protested the Agency's failure to broadcast the vacancy announcements identified as violative of Article 9. JXS, 6, 7. The Union requested by way of remedy that the Agency broadcast the vacancy announcement and grant any additional remedy deemed appropriate, including compensatory damages allowed under the 1991 Civil Rights Act. Id.

The Agency responded, denying each of the grievances. JXS, 6, 7. It asserted that the vacancy announcements were each posted on TTB's intranet and remained posted through the applicable closing date. TTB asserted that it had been the Agency's practice to post on the TTB intranet, from which employees are referred to the USAJOBS website where the vacancy announcements are available for the life of the announcement. The Agency asserted that the practice had been followed in over 200 vacancy announcements from 2004 through the date of the hearing. Id.

### **Basis for Not Broadcasting Vacancy Announcements**

The Agency explained that it is not necessary to broadcast vacancy announcements to employees, as they are readily available through its intranet. It is not disputed that most Agency employees at least partly work from home, that all have computers and that much of employees' work is by email.

TTB asserted that it had never broadcast vacancy announcements on an Agency-wide basis. TTB provided no other explanation for not broadcasting vacancy announcements, it did not assert that it was unable to do so or that doing so would be excessively burdensome.

The Union thereupon invoked arbitration. (AX 3). The grievances were consolidated for hearing and decision. This proceeding followed.

### **POSITIONS OF THE PARTIES**

The positions of the Parties are set forth in the hearing and in their respective briefs and are summarized as follows:

The Union argues that the evidence establishes that the Agency violated the clear and unambiguous language of Article 9, Section 3A of the ATF-NTEtJ National Agreement. it asserts that the 2002 Agreement requires, by its plain language, that each vacancy announcement is to be broadcast to all employees and remain posted for the life of the announcement. NTEU contends that the evidence is that the Agency clearly failed and refused to comply with those requirements, as clarified to require only the broadcast of notices of the posting of such announcements.

The Union points out that Mr. Keller testified that the broadcast requirement was negotiated in 2002, prior to which there was no such requirement, and that the term "broadcast" was understood by both Parties to require announcement to all employees, as indicated not only by the language, but by the manner in which ATF implemented the requirement by broadcasting notices of the postings of vacancy announcements to all employees following ratification of the 2002 Agreement. it points to the testimony of Ms. Howlett that she received numerous notices of such announcements up to February of 2005, but not thereafter. The Union discounts the testimony of Ms. Greemore to the contrary, pointing out that she had not been involved in the ATF-NTEU negotiations or that she had even worked for the Agency at relevant time. It maintained that she lacked first-hand knowledge as to the intent of the negotiators or the implementation of the term by ATF.

The Union argues that the Agency failed to explain why it failed and refused to broadcast notices of vacancy announcements to employees, since it has the capability to do so, as Ms. Greemore conceded (Tr.127) and, in fact, broadcasts a variety of announcements to all Bureau employees on a regular basis.

The Union argues that the language at issue must be interpreted in accordance with its purpose, which is to ensure that all employees receive equal opportunity to respond to vacancy announcements, it asserts that the Bureau's failure to notify employees of vacancy announcements by broadcast places the burden of identifying vacancies entirely on employees. Employees who do not access the TTB intraweb daily to search for vacancy announcements may miss promotion opportunities because they are unaware of the posting. This, argues NTEU, is simply not consistent with the overall purpose of the Merit Promotion process and is not what the Parties bargained.

As to the Agency's anticipated defenses, the Union argues that the premise that the terms are ambiguous and therefore capable of varying interpretations is without merit and should be rejected. It characterizes the contract language as clear. NTEU asserts that the evidence is that the Union never acquiesced to any interpretation of the contract language which did not require the broadcast of notices of vacancy announcements to all employees.

The Union argues that no resort to past practice is appropriate in light of the clear terms of the Agreement; however, it asserts that, even if the record is examined for evidence of such a practice, the Agency fails to establish the essential elements to prevail. The Union maintains that the evidence is that the practice was not uniform, was not accepted by the Union and did not extend over a sufficient period of time.

NTEU argues that the evidence is that, only in the fall of 2006 did the Union become aware of the Agency's failure to comply with the Agreement, and when it inquired of Mr. Church, the Agency's Human Resources Representative, he acknowledged the Union's concern and stated that he was "working on the issue", thereby acknowledging the Union's protest and indicating that the Agency was trying to address it. it points out that he did not

assert that the Agency was not obligated to broadcast notices. NTEU maintains that the exchange establishes a lack of consistency which is fatal to a claim that there is a binding past practice contrary to the contract language. NTEU also points to the widespread broadcast of such notices by both ATF and TTS from 2002 until February of 2005, as described by Ms. Howlett, as confirming the lack of a consistent practice.

The Union points out that it took the dispute to the bargaining table and was successful in retaining the provision in the 2008 Agreement between NTEU and TTh, in the implementation of which language the Agency has resumed broadcasting all vacancy announcements to all employees.

The Union urges that the grievances be sustained and that the Agency be ordered to immediately cease and desist from its contractual violation and that i retain jurisdiction to determine whether any employees were deprived of a merit promotion opportunity as a result of the violations and to order appropriate attorneys fees if it prevails.

The Agency argues that the contractual language at issue is ambiguous and that TTB consistently and appropriately interpreted the requirement to "broadcast" vacancy announcements as synonymous with posting them on the Agency Intranet. it points to Ms. Greemore's testimony that the process by which ATF and, later, TTB posted vacancy announcements has been to post them on its website, making them accessible to all employees with a few clicks of a mouse, and her testimony that such practice has been consistent.

Citing authorities, TTB asserts that, in situations where language is unclear, it is appropriate to look, in determining the intent of the drafters, to the past practice between them. The Agency maintains that the evidence is that there was no history of Agency-wide broadcasts of vacancy announcements since the agreement went into effect in 2002. It contends that the only evidence is that some vacancies were broadcast at the Agency's Cincinnati facility, implying that these postings are separate from Agency-wide postings and that they are insufficient to document a practice of broadcasting vacancy announcements.

The Agency points out that, although there appears to have been one instance of Mr. Keller raising the issue of failure to broadcast vacancy announcements in August of 2006, there was no evidence that the Union had raised the issue for the four years prior to that and that no grievance was filed at that time or until the instant protests. The Agency maintains that the record warrants a conclusion that a binding past practice exists which contravenes the Union's assertion that separate broadcasts of notices of vacancy announcements are contractually required.

The Agency asserts that the evidence fails to establish a violation of the Agreement and urges that the grievance be denied as without merit.

## DISCUSSION AND ANALYSIS

It was the burden of the Union to establish that the Agency's failure and refusal to broadcast notices of vacancy announcements was in violation of the Agreement. For the reasons which follow, I find the clear contractual language to require the broadcast of notices of all vacancy announcements and I find the Agency's actions to be inconsistent with that obligation.

The purpose of contract analysis is to ascertain and apply the mutual intent of the Parties. The best indication of such intent is the language the Parties use. Here the contractual language is straight-forward:

Each vacancy announcement will initially be broadcast to all employees and will remain posted on the ATF intranet for the life of the announcement.

The phrase "broadcast to all employees" carries a clear meaning of an affirmative distribution of each vacancy announcement by the Agency to all employees, if the obligation to "broadcast" were simply another way of saying that announcements are to be posted on the ATF (and, later, TTB) intranets, and if the language means that such posting would satisfy the Agency's obligation regarding vacancy announcements, then the phrase "broadcast to all employees" would be redundant, a result contrary to the principle that contracts are to be interpreted to give effect to all language. Such result is not lightly to be assumed; and there is no evidence in the instant record from which to conclude that such a result was intended.

Mr. Keller testified that in negotiating the language at issue, ATF and NTEU understood and intended that the term "broadcast to all employees" would require a separate and affirmative transmittal of all vacancy announcements using the ATF intranet system, an obligation later clarified to require broadcast of notice of the positions of such announcements, and not the announcements. He also testified that, following the effective date of the ATF-NTEU Agreement, ATF did, in fact, broadcast notices of vacancy announcements to all employees. Mr. Keller's testimony was corroborated by Ms. Howlett.

I respect Ms. Greemore's testimony as to what her investigation revealed, but she acknowledged that she had no first-hand information as to what went on in the negotiations or in how AFT implemented the broadcast obligation. The information which she did supply was of limited probative value because it was general and conclusory, the sources of her information were not identified' and the information was all hearsay. indeed, the Agency' s evidence that vacancy announcements were never broadcast is not necessarily inconsistent with the Union's evidence that notices of the posting of vacancy announcements were broadcast.

It is not disputed that TTB assumed the AFT-NTEU Agreement following the Agency's creation. As such, it necessarily assumed

the terms of that Agreement, including the understandings of ATF and NTEU as to the obligation to broadcast notices of all vacancy announcements to all employees. There is no evidence as to TTB's inability to make such broadcasts and evidence that it makes such broadcasts; indeed, the evidence is that the Agency makes "all employee" broadcasts on a variety of subjects. There is no evidence or argument that the Agency's compliance with the broadcast obligation should be excused because the Agreement references the ATF intranet. Neither is there any evidence or argument that it would be burdensome to comply with the broadcasting obligation.

Each party to an agreement is entitled to the benefit of its bargain. Here, the bargain clearly requires that all vacancy announcements be broadcast to all employees, as well as being posted. The subsequent clarification reduced, but did not eliminate, that obligation. The determination whether to place the burden of discovering vacancy announcements solely on employees or to give employees a "heads up" by sending them notices is clearly bargainable and subject to being allocated to the employer. The mere fact that it is easy for employees to use a computer to click to access vacancy announcements is not a reason for the Agency to fail to comply with the clear contractual obligation.

The Agency argues that the language is at issue is ambiguous and that consideration of the past practice of the Parties is required. As indicated in the preceding Section, i am not persuaded that the language at issue is ambiguous. However, even if i were to assume that the contract provision is ambiguous, which I do solely for purposes of the analysis which follows, consideration of the practice between the Parties yields no different result than application of the clear meaning~ the Agency's failure and refusal to broadcast notices of all vacancy announcements to all employees violates the terms of the Agreement.

It is well-established that evidence as to the practice of the Parties is useful in the interpretation of ambiguous contract language. To establish such a practice, it must be shown that the Parties interpreted and applied the language in a consistent manner over an extended period of time, mutually accepting the interpretation as proper. it is the burden of the Party asserting such a practice to prove each element. I am not convinced that the Agency met its burden.

In the first instance, the evidence does not persuade me that the practice was consistent, it appears that both ATF and TTH broadcast some vacancy announcements (see the testimony of Messrs. Keller and Ms. Howlett) , while some vacancy announcements were not. The Agency's assertion that broadcasts to the Cincinnati NRC office are not relevant because they involved a local facility is not convincing, as the Agreement does not distinguish between Agency-wide and local postings. i conclude that there is no consistent practice with respect to the notices of posting of vacancy announcements, thereby undercutting an element essential for a practice to be binding.

Moreover, the testimony is that postings continued until February of 2005, a period of approximately three years following execution of the 2002 Agreement. There is no evidence that the Agency broadcast any vacancy announcements after that time; but the duration of the practice as arguably accepted between the Parties extended no longer than from February of 2005 until when the Union challenged the practice in August of 2006. I note that there are only a small number of vacancy announcements each year and that the Agency gave the Union no notice that it was ceasing to broadcast any announcements, so it is not clear when, after February of 2005, the Union was or should have been aware of the change. I am not convinced that the practice extended over a sufficient time to become binding on the Parties. The failure to prove that the practice extended over a sufficient period of time also undercuts an essential element of a binding practice.

Finally, in order for a practice to be deemed binding on parties, there must be evidence that the interpretation was mutually accepted between the Parties. The evidence is insufficient to establish that it was ever accepted between NTEU and AFT or TTB that no broadcast of notice was required or that the broadcast procedure was either the same as or was superseded by the posting procedure. The Union's protest to the Agency, through its contract HR function, in August of 2006 is instructive. Not only did the Union clearly signal that it had not accepted the Agency's failure to broadcast all vacancy announcements to all employees, but that it had not been aware of the failure, but the Agency's response - to the effect that he would look into it, and later, that he was "working on it" - indicates that knowledge of the practice was less than universal. I note, in this regard, that the Agreement does not provide for the broadcast of vacancy announcements to the Union and that the alleged "practice" is an omission of notice of an occurrence - the posting of a vacancy announcement - which took place relatively infrequently - only 30 times per year over the entire Agency.

### **Conclusion**

I hold that the contractual language is clear, that the Parties clarified the obligation, that the Agency failed to comply with the broadcast requirement, as clarified, and that its obligation was not excused or reduced by any binding practice to modify the language.

The Agency is likely correct that its employees are generally aware that vacancy announcements are posted and is correct that accessing the announcements through the intranet is a relatively simple task, easily accomplished by most employees. But that is not what the Parties bargained. They bargained that all vacancy announcements would be broadcast to all employees, in addition to being posted. I also note that the Parties clarified that the obligation was with respect to the notice of the posting of such announcements, rather than the announcements themselves. When the Agency failed and refused to broadcast the notices, it violated its obligations under the Agreement. I note, in this regard, that the

Agency is not excused from its obligation based on the possible conclusion that notice of some announcements were broadcast, but to fewer than all employees. The Agency must cease and desist from violating the language and comply with the broadcast requirement in the future. The Award so reflects.

The Agency appears to attempt to draw a distinction between internal and external postings. The Agreement contains no such exceptions. The language applies to all postings for bargaining unit jobs.

I will retain jurisdiction for the purpose of receiving and ruling on a petition for attorneys fees. The Union's request that I regain jurisdiction for other purposes appears unnecessary in light of absence of evidence with respect to any prejudice that resulted from the Agency's violation and the lack of any grievances regarding failure to apply.

#### **AWARD**

The grievance is sustained. The Agency violated the 2002 ATF-NTEU Agreement when it failed and refused to broadcast notices of all vacancy announcements, internal and external, for all bargaining unit jobs, to all employees, using the Agency Intranet.

The Agency shall cease and desist from further violations of the Agreement and shall initially broadcast notices of all vacancy announcements to all employees, using the Agency's Intranet system.

I will retain jurisdiction over the dispute for the limited purpose of ruling on attorneys fees. The Union shall submit any petition for attorneys fees within 30 calendar days from the date of issuance of this Award.

The Agency shall submit its response to any such Petition within 30 calendar days from its receipt of the Petition.

Issued at Clarksville, Maryland this 30th day of April, 2008. Arbitrator M. David Vaughn