Office of Congressional Workplace Rights
LA 200, John Adams Building
110 Second Street, SE Washington, DC 20540-1999

Fraternal Order of Police, District of Columbia Lodge No. 1, U.S. Capitol Labor Committee Petitioner, and United State Capitol Police Respondent.	)	Case No. 25-LMR-01 (CA)

Before the Board of Directors: Barbara Childs Wallace, Chair; Susan S. Robfogel; Alan V. Friedman; Roberta L. Holzwarth; Barbara L. Camens, Members.

DECISION OF THE BOARD OF DIRECTORS

I. Statement of the Case

This appeal is before the Board of Directors pursuant to appellant United States Capitol Police's (USCP) petition for review (PFR) of the Hearing Officer's December 22, 2025, Decision on an unfair labor practice (ULP) complaint filed by the Office of Congressional Workplace Rights (OCWR) General Counsel. Based on the parties' stipulated record, the Hearing Officer found that the USCP committed a ULP in violation of the Federal Service Labor Management Relations Statute (FSLMRS), 5 U.S.C. §§ 7116(a)(1) and (5), when it failed to provide the Fraternal Order of Police, District of Columbia Lodge No. 1, U.S. Capitol Police Labor Committee (FOP or Union) with notice of a change in working conditions of bargaining unit employees before implementing that change, and when it refused to bargain over proposals submitted by the Union.

Upon due consideration of the Hearing Officer's Decision, the parties' filings, and the record in these proceedings, the Board affirms the Hearing Officer's Decision, as modified below.

II. Background and Hearing Officer's Decision

The Capitol Police Board (CPB) has established a Maximum Annual Pay Rate (MAPR), an annual cap on the amount of pay, including base pay, FLSA overtime pay, and premium pay, that may be paid to an employee. Joint Stipulations of Fact, ¶¶ 1-2. CPB regulations also require the USCP to institute a limitation on the amount of pay on a by-pay-period basis (Limitation), which is calculated by dividing the MAPR by the number of pay periods in a year. *Id*. ¶ 3.

Under the Limitation, the USCP caps the amount of premium pay beyond the Limitation but pays out base pay and FLSA overtime, regardless of the amount. GC Brief at 3; Joint Exhibit 10 ("Capitol Police Board Regulations Implementing Sunday Premium Pay, Holiday Pay and Night Differential Pay for Employees of the Capitol Police"). Premium pay withheld because of the Limitation that does not exceed the MAPR is paid out at the beginning of the following year. Joint Stipulations of Fact ¶ 4.

On May 29, 2020, the CPB declared an emergency in response to the COVID pandemic. Joint Stipulations of Fact ¶ 7. The Limitation was suspended due to the emergency, as required by 2 U.S.C. § 1932(a),[1] though the MAPR remained in place. Joint Stipulations of Fact ¶¶ 6-7.

On March 8, 2024, the USCP requested that the CPB terminate the COVID emergency. *Id*. ¶ 8. On April 1, 2024, the CPB terminated the emergency. *Id*. ¶ 9. USCP reimplemented the Limitation immediately. *Id.* ¶ 10. The USCP began applying the Limitation with pay period 6 of 2024, which covered March 24 through April 6. *Id.* Under the Limitation, the USCP counted compensatory time in both the pay period it was earned and in the pay period it was used. GC Complaint ¶ 17.

On April 25, 2024, the USCP notified the FOP of the reimplementation of the Limitation for the purpose of impact and implementation bargaining.[2] Joint Stipulations of Fact ¶ 11. The FOP submitted two proposals. The first sought to maintain the status quo until an agreement was reached (Proposal A). *Id*. ¶ 12 The second proposal was that "[c]ompensatory time will be included for purposes of calculating an employee's 'earnings' only when it is used by bargaining unit employees" (Proposal B). *Id*. The USCP refused to bargain over Proposal B regarding compensatory time, stating it was not negotiable, and rejected Proposal A as moot. *Id*. ¶ 13.

On June 18, 2024, the FOP filed a ULP charge. On April 8, 2025, the OCWR General Counsel (GC) filed a ULP complaint.

In his December 22, 2025, Decision, the Hearing Officer found that the USCP committed a ULP when it failed to provide pre-implementation notice of the reimplementation of the Limitation. Hearing Officer's Decision at 8-12. The Hearing Officer also found that the proposals were negotiable. *Id*. at 13-16. The Hearing Officer determined that the proposals did not interfere with the USCP's right to determine its budget. *Id.* at 15. The Hearing Officer further concluded that the proposal did not interfere with any authorities granted by statute, in particular 2 U.S.C. §§ 1921a & 1932. *Id*. More specifically, the Hearing Officer found that section 1921a gave the CPB the authority to establish the *rate* of premium pay but did not specify that the CPB had the authority to establish the *amount* paid and that the CPB's regulations were silent on compensatory time. *Id.* at 15-16. The Hearing Officer also concluded that the proposal regarding

[1] Section 1932(a) provides: "Any limits on the amount of premium pay which may be earned by officers and members of the Capitol Police during emergencies (as determined by the Capitol Police Board) shall be applied by the Chief of the Capitol Police on an annual basis and not on a pay period basis."

[2] Along with its cross motion for summary judgment, the USCP submitted a declaration from USCP Chief Sean Gallagher alleging that he notified the Union verbally that the Limitation would be reinstated, in a meeting held April 11, 2024. Declaration of Sean P. Gallagher ¶ 3. The GC disputed this statement as hearsay. The Hearing Officer determined—and we agree—that this alleged notice was still post-implementation. *See* Hearing Officer's Decision at 10.

compensatory time was within the scope of the change in conditions of employment, i.e., the reimplementation of the Limitation. *Id.* at 16.

The Hearing Officer did not order a status quo ante remedy, which would have required the USCP to restore the status quo ante before bargaining with the FOP. *Id*. at 18. Instead, the Hearing Officer ordered a prospective bargaining order. *Id.* The Hearing Officer also ordered that:

> Calculations should be made as to those employees where [compensatory] time was counted twice, and where its inclusion in earnings for a bi-weekly pay period, when it was not used in that pay period. In those circumstances, where they lost pay that was blocked by the Limitation and not otherwise captured or effected by the MAPR, they should receive backpay, plus interest.

Id. The Hearing Officer ordered that the USCP cease and desist from failing or refusing to bargain with the FOP. *Id.* Finally, the Hearing Officer ordered a posting. *Id.*

III. Analysis and Conclusions

A. Standard of Review

The Board's standard of review requires it to set aside a Hearing Officer's decision if it determines the decision to be: (1) arbitrary, capricious, an abuse of discretion, or otherwise not consistent with the law; (2) not made consistent with required procedures; or (3) unsupported by substantial evidence. 2 U.S.C. § 1406(c); *United States Capitol Police, & Fraternal Order of Police, District of Columbia Lodge No. 1 U.S. Capitol Police Labor Committee*, Case No. 20-LMR-01 (CA), 2022 WL 21807825, at *4 (Apr. 4, 2022). *See also Torres-Velez v. Office of the Architect of the Capitol*, Case No. 17-AC-36 (FL, RP, CV), 2019 WL 10784232, at *2 (Sept. 23, 2019); *Rouiller v. U.S. Capitol Police*, Case No. 15-CP-23 (CV, AG, RP), 2017 WL 106137, at *6 (Jan. 9, 2017); *Hatcher v. Architect of the Capitol*, Case No. 96-AC-15 (CV, RP), 1998 WL 35281336, at *4 (Feb. 18, 1998). In making determinations under subsection (c), the Board shall review the whole record, or those parts of it cited by a party, and due account shall be taken of the rule of prejudicial error. 2 U.S.C. § 1406(d).

B. The Hearing Officer Correctly Found That the USCP Committed a ULP When it Implemented the Limitation Before Providing Notice and an Opportunity to Bargain

We agree with the Hearing Officer that the CPB and the USCP had a management right to implement the Bi-Weekly Pay Limitation upon the CPB's termination of the emergency first declared in 2020. We also agree with the Hearing Officer that the USCP committed a ULP when it reimplemented the Limitation prior to providing the FOP notice and an opportunity to bargain over the impact and effects of that management decision. Prior to implementing a change in conditions of employment, an employing office is required to provide the exclusive representative with notice of the change and an opportunity to bargain over those aspects of the change that are within the duty to bargain if the change will have more than a de minimis effect on conditions of employment. *U.S. Dep't of Homeland Security, U.S. Customs and Border Protection and AFGE, National Border Patrol Council*, 65 F.L.R.A. 870, 872 (2011).[3] Even where an employing office is exercising a management right, such as the USCP's right to impose the Limitation upon the termination of the emergency by the CPB, the employing office is required to notify the union for the purpose of impact and implementation bargaining. *Id. See also USCP & FOP*, Case No. 20-LMR-01 (CA) at *5 ("even if the subject matter of the change is outside the duty to bargain, an agency must bargain about the impact and implementation of a change in conditions of employment that has a more than de minimis impact on unit employees").

USCP's arguments that FOP's proposals submitted were outside of the duty to bargain do not obviate the need for pre-implementation notice. Although cases cited in the USCP's Memorandum in Support of its Cross Motion for Summary Judgment discuss where an agency may implement without bargaining, those cases do not permit implementation without notice to the exclusive representative. *See Dep't of Housing & Urban Development and AFGE, Local 3701,* 58 F.L.R.A. 33 (2002); *Dep't of Health & Human Serv. Soc. Sec. Admin. Baltimore, Md. and AFGE, AFL-CIO*, 39 F.L.R.A. 258 (1991); *Nat'l Weather Service Employees Org. and U.S. Dep't of Commerce Nat'l Oceanic and Atmospheric Admin. Nat'l Weather Serv.*, 37 F.L.R.A. 392 (1990). An employing office, like an agency, may only implement a change in conditions of employment without bargaining under certain circumstances, the only one of which argued here is that the proposals are not negotiable. *U.S. Immigration and Naturalization Serv., Washington, D.C. and National Border Patrol Council, AFGE, AFL-CIO*, 55 F.L.R.A. 69, 73 n. 8. (1999). Even then, an agency or employing office takes its chance implementing, as a proposal could later be found to be negotiable. *HHS, Baltimore*, 39 F.L.R.A. at 263. Of course, all of this is premised on the fact that an employing office cannot ascertain anything about the negotiability of a proposal until the exclusive representative has the opportunity to submit a proposal for bargaining, which the exclusive representative cannot be expected to do without notice. The FLRA has found that unilateral changes in conditions of employment without notice and an opportunity to bargain are unfair labor practices and that the potential non-negotiability of (unsubmitted) proposals is not a defense. *U.S. Dep't of the Interior U.S. Geological Survey Great Lakes Science Center, Ann Arbor, MI and AFGE, Local 723*, 68 F.L.R.A. 734, 737-740 (2015) *Dep't of the Navy Naval Weapons Station Concord, Concord, CA and AFGE Local 1931*, 33 F.L.R.A. 770, 808-09 (ALJ Decision); *Dep't of Health and Human Services, Social Security Admin. and AFGE*, 10 F.L.R.A. 77, 79-80 (1982); *Dep't of the Navy, Portsmouth Naval Shipyard, Portsmouth, NH and IFPTE, Local 4*, 5 F.L.R.A. 352, 353 (1981).

Accordingly, we affirm the Hearing Officer's determination that the USCP violated sections 7116(a)(1) and (5) when it failed to provide pre-implementation notice.[4]

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[3] In its interpretation of the FSLMRS, the Board has been guided by decisions of the Federal Labor Relations Authority (FLRA), which has nearly five decades of interpreting the same statute. *See inter alia United States Capitol Police, & Fraternal Order of Police, District of Columbia Lodge No. 1 U.S. Capitol Police Labor Committee*, No. 15-LMR-02 (CA), 2017 WL 4335143, at *4 (Sept. 25, 2017).

[4] The USCP asserts that 2 U.S.C. § 1921a provides "unfettered" authority to establish rates and amounts of pay, which USCP argues obviates the need for notice and an opportunity to bargain. The plain language of section 1921a is not so unequivocal. Section 1921a(c)(3) states that "[n]othing in this section may be construed to affect . . . the terms of any collective bargaining agreement." Whatever the full scope of subsection (c)(3)'s effects on the construction of the authority over pay, we are confident that it can be read to require pre-implementation notice and

C. FOP's Proposal B Was Within the Scope of the Change in Conditions of Employment

The FOP's Proposal B provided that "[c]ompensatory time will be included for purposes of calculating an employee's 'earnings' only when it is used by bargaining unit employees" (Proposal B). The USCP argues that it was not required to negotiate over a proposal that is not within the scope of the change of conditions of employment. USCP Memorandum in Support of PFR (USCP Memorandum) at 23 *citing United States Capitol Police v. Office of Compliance*, 908 F.3d 776, 787 (Fed. Cir. 2018); *Dep't of Homeland Security U.S. Customs and Border Protection and AFGE, Nat'l Border Patrol Council*, 65 F.L.R.A. 870, 873 (2011).

Here, however, the Hearing Officer was correct that Proposal B was within the scope of the change in conditions of employment. The Limitation was not in place for approximately four years and, throughout that extended time period, employees could earn premium pay without compensatory time being counted both in the pay period earned and in the pay period used. Joint Stipulations of Fact, ¶ 2 ("Compensatory time earned by employees during the calendar year but not used does not count towards the MAPR"). Upon reimplementation of the Limitation, the USCP changed how compensatory time affected the earning of premium pay, when the USCP began counting it in both the pay period earned and the pay period used, thereby further limiting the amount of premium pay that could be earned. Proposal B deals directly with the impact and implementation of that change, by addressing the method of counting compensatory time for purposes of the Limitation. Therefore, we agree with the Hearing Officer that Proposal B is within the scope of the change in conditions of employment.

D. The Hearing Officer Correctly Found that the FOP's Proposals Were Negotiable

The Hearing Officer found both of the FOP's proposals to be negotiable. Hearing Officer's Decision at 13. We agree. The principal disagreements between the parties revolve around Proposal B, so we will begin there.

Proposal B stated that "[c]ompensatory time will be included for purposes of calculating an employee's 'earnings' only when it is used by bargaining unit employees." The USCP raised, and the Hearing Officer rejected, the argument that Proposal B interfered with the USCP's right to determine its budget, pursuant to 5 U.S.C. § 7106(a)(1). The Hearing Officer cited the seminal FLRA case, *AFGE and Air Force Logistics Command, Wright-Patterson Air Force Base, Ohio*, 2 F.L.R.A. 603 (1980),[5] which set forth the test to determine whether a proposal interferes with the right of an agency to determine its budget. The test has two prongs. The first prong is to ascertain whether the "proposal attempt[s] to prescribe the particular programs or operations the agency

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an opportunity to bargain, at least insofar as impact and implementation are concerned. The parties' CBA requires such notification in Article 8.

[5] In *AFGE, Local 1625 and Dep't of the Navy*, 30 F.L.R.A. 1105 (1988), 1988, the FLRA abrogated in part *Wright Patterson* with respect to a test not used here. The FLRA continues to use *Wright Patterson*'s two-part test to determine whether a proposal affects management's right to determine budget. *See, NAGE Loc. R1-134 and Dep't of the Navy, Undersea Warfare Ctr. Div., Newport, RI*, 73 F.L.R.A. 637 (2023).

would include in its budget or to prescribe the amount to be allocated in the budget." *Wright-Patterson*, 2 F.L.R.A. at 608. The second prong comes into play when no such prescription is proposed, but the agency alleges increased cost. *Id.* For a finding of interference with the right to determine an agency's budget under the second prong, the *Wright-Patterson* test requires a "substantial demonstration that an increase in costs is significant and unavoidable and is not offset by compensating benefits." *NAGE, Local R14-52 & U.S. Dep't of the Army, Red River Depot, Texarkana, Tex.*, 48 F.L.R.A. 1198, 1203 (1993). The FLRA has repeatedly rejected the premise that proposals are rendered nonnegotiable simply because a proposal "imposes a cost upon the agency which requires the expenditure of appropriated agency funds." *Wright-Patterson*, 2 F.L.R.A. at 607; *see also AFGE, Local 12 and U.S. Dep't of Labor*, 68 F.L.R.A. 1061, 1062 (2015); *NFFE, Federal District 1, Local 1998, Int'l Ass'n of Machinists and Aerospace Workers and U.S. Dep't of State, Passport Services, Washington, D.C.*, 66 F.L.R.A. 124, 125 (2011); *NAGE, Local R14-52*, 48 F.L.R.A. at 1202.

Here, the USCP does not meet either prong of the test. The USCP focuses on increased costs, the second prong of *Wright-Patterson*, but fails to make any specific showing as to what any increased costs might be, whether those costs could be avoided, or how those costs would not be offset by compensating benefits.

Although arguing the second prong, the USCP centers its argument on a case, *Navy Charleston Naval Shipyard, Charleston, South Carolina v. FLRA*, that found a proposal non-negotiable on the first prong of *Wright-Patterson*, on the ground that committing a fixed percentage of funds to be distributed to employees would effectively become a specific line in the agency's budget. 885 F.2d 185, 188 (4th Cir. 1989). Here, there is no fixed percentage that would be paid under Proposal B, rendering *Navy Charleston,* inapposite. The USCP therefore has not shown that the proposal interferes with its right to determine its budget.

The USCP also argues that it is not required to bargain over Proposal B on the grounds that Congress granted it "sole and exclusive authority" to determine rates and amount of pay and to establish the Limitation. Under the FSLMRS, it has long been held that where Congress has granted an agency or employing office sole and exclusive discretion over a matter, by statute, it would be inconsistent with law to require the agency or employing office to exercise that discretion through collective bargaining. *Patent Office Professional Ass'n and U.S. Dep't of Commerce Patent and Trademark Office, Arlington, VA*, 59 F.L.R.A. 331, 351 (2003); *U.S. Dep't of the Interior, Bureau of Indian Affairs, Southwestern Indian Polytechnic Inst., Albuquerque, NM, and Indian Educators Federation, Local 4524*, 58 F.L.R.A. 246, 248 (2002); *Patent Office Professional Ass'n and U.S. Dep't of Commerce Patent and Trademark Office*, 53 F.L.R.A. 625, 648 (1997). *See also Illinois National Guard v. FLRA*, 854 F.2d 1396 (D.C. Cir. 1988). To determine whether an agency or employing office has sole and exclusive discretion, it is necessary to examine the plain language and the legislative history of the statute. *Indian Polytechnic Inst.*, 58 F.L.R.A. at 248.

The USCP asserts that the plain language of 2 U.S.C. § 1921a "unambiguously" provides it and the CPB with "unfettered discretion" to set rates and amounts of pay. USCP Memorandum at 16. The General Counsel argues that because section 1921a authorizes the CPB to establish the *rate* of basic and premium pay, while using the term *amount* for lump sum payments, and because

Proposal B would affect the *amount* of premium pay, Proposal B would not be barred by section 1921a. GC's Opposition at 24-25.

The USCP cites *AFGE, Local 3295 and U.S. Dep't of the Treasury Office of Thrift Supervision*. 47 F.L.R.A. 884 (1992), *aff'd AFGE, Local 3295 v. FLRA*, 46 F.3d 73 (D.C. Cir. 1995). In *Local 3295*, the union's proposals would require the agency to negotiate over compensation. 47 F.L.R.A. at 892. The FLRA relied on language in the statute in question authorizing the agency head to "fix the compensation and number of . . . all employees . . . without regard to the provisions of other laws applicable to officers or employees of the United States." *Id.* at 894. The FLRA also considered the legislative history, wherein there was discussion of provisions with similar exemptions from other laws. *Id.* at 895-96. The FLRA found the union's proposals regarding compensation non-negotiable. *Id.* at 898-99.

Here, Congress did not provide the USCP and the CPB with the broad authority over compensation, writ large, or exempt compensation completely from other laws, as seen in *Local 3295*. Section 1921a(a)(1) specifies that the USCP and the CPB have "sole and exclusive authority" over the "rate of basic pay (including the rate of basic pay upon appointment), premium pay, specialty assignment and proficiency pay, and merit pay." Section 1921a does not give the USCP and the CPB unfettered discretion with regard to overtime pay, which, although it is calculated using base pay, is governed by the Fair Labor Standards Act (FLSA), as applied by section 203 of the CAA (2 U.S.C. § 1313). Overtime pay is also governed by the parties' CBA. Per the CPB regulation establishing the Limitation, FLSA overtime is always paid unless an employee elects to take compensatory time. "Capitol Police Board Regulations Implementing Sunday Premium Pay, Holiday Pay and Night Differential Pay for Employees of the Capitol Police," §(b)(5). Compensatory time is a statutory alternative to FLSA overtime. *See* 2 U.S.C. §1313(c)(4). The availability of compensatory time is due to the FLSA. Section 1921a does not include compensatory time in its grant of "sole and exclusive authority." While compensatory time and overtime may affect the USCP's and CPB's considerations in the exercise of authority under section 1921a to administer the Limitation, we must conclude that section 1921a's grant of sole and exclusive authority does not extend to compensatory time.

Proposal B constitutes a negotiable procedure. Section 7106(b)(2) of title 5, applicable under section 1351 of the CAA, provides for negotiation of procedures by which management may exercise management rights, and such procedures are mandatory subjects of bargaining. *See United States Capitol Police, & Fraternal Order of Police, District of Columbia Lodge No. 1 U.S. Capitol Police Labor Committee*, No. 24-LMR-01 (CA), 2026 WL 933231, at *2 (Mar. 24, 2026). The FLRA has found negotiable, as a procedure, counting additional tasks for an agency performance standard measuring productivity where the agency retains the discretion to adjust the standards, in particular to assign appropriate weight to the contents of the standards. *NTEU and U.S. Dep't of Commerce, Patent and Trademark Office*, 36 F.L.R.A. 606, 612 (1990); *see also Patent Office Professional Ass'n and U.S. Dep't of Commerce Patent and Trademark Office*, 47 F.L.R.A. 954 (1993).

Here, FOP's Proposal B seeks adoption of an accounting procedure regarding unused compensatory time as applied towards the Limitation. Under the proposal, the CPB and the USCP would retain the discretion to establish, adjust, and administer the Limitation, through its authorities over base and premium pay. The CPB would also retain its discretionary authority with regard to the MAPR. As such Proposal B constitutes a negotiable procedure.

In light of the negotiability of Proposal B, we find that Proposal A is also negotiable as a procedure. It is a longstanding rule that a proposal requiring only that an employing office maintain the status quo pending completion of bargaining constitutes a negotiable procedure within the meaning of section 7106(b)(2) of the FSLMRS. *Antilles Consolidated Education Ass'n and U.S. Dep't of Defense, Domestic Dependent Elementary and Secondary Schools, Puerto Rico District*, 61 F.L.R.A. 327, 331-33 (2005). Proposal A merely delays the USCP's exercise of management rights. We conclude that Proposal A, too, is negotiable as a procedure.

Proposal A and Proposal B are negotiable.

E. The Hearing Officer's Remedy Is Appropriate but Requires Clarification

The Hearing Officer ordered an appropriate remedy: a cease and desist order, a prospective bargaining order, a make whole remedy for employees negatively affected, and a posting. Hearing Officer Decision at 18-19. A cease and desist order and a posting are traditional remedies ordered in virtually every case. *F.E. Warren Air Force Base Cheyenne, Wyoming and AFGE, Local 2354*, 52 F.L.R.A. 149, 161 (1996). Similarly, a make whole remedy is a traditional remedy "[w]hen a ULP causes employees . . . to suffer monetary losses," as may have happened here. *U.S. Dep't of Defense, Ohio National Guard and AFGE, Local 3970*, 71 F.L.R.A. 829, 873 (2020). The Hearing Officer only prescribed a prospective bargaining order, when he determined that a status quo ante remedy—a more intensive remedy—was not warranted. Hearing Officer Decision at 19.

The USCP does little more than disagree with the Hearing Officer's remedy determination. The USCP also argues as though the Hearing Officer ordered a return to the status quo, which the Hearing Officer did not. USCP Memorandum at 27-28.

The USCP does raise one important point requiring clarification. The USCP notes that pay withheld in 2024 due to the Limitation has been paid up to the MAPR for 2024.[6] USCP Memorandum at 28. The parties stipulated that the MAPR only counts compensatory time when it is used. Joint Stipulations of Fact ¶ 2. It is unclear then what pay would be lost, requiring backpay (plus interest) under the Hearing Officer's order. *See* Hearing Officer's Decision at 18. Certainly, the Hearing Officer's order cannot be understood to require compensation beyond what was earned. *See Immigration and Naturalization Svc. and AFGE Local 505*, 52 F.L.R.A. 103, (1996) ("an order" to "remedy an unfair labor practice by providing monetary reimbursement for losses incurred . . . must be supported by statutory authority to impose such a remedy"). Interest would be owed on any premium pay whose payment was effectively delayed by the unilaterally-imposed Limitation until its payment up to the MAPR the following calendar year.

[6] Neither the parties nor the Hearing Officer address premium pay, which presumably would have been withheld in 2025.

Under these circumstances we grant, in part, the General Counsel's request for more specific procedures and stricter timeframes for determining any lost pay. Specifically, we modify the Hearing Officer's decision to require the USCP to make the employees whole for any losses they incurred as a result of the unilateral changes to their conditions of employment as a result of the reimplementation of the Limitation by 1) providing to the FOP the calculations as to those employees, if any, where compensatory time was counted twice, including all underlying documents that led to the calculations, within 30 days of the issuance of the Board's decision, and 2) effectuating distribution of any backpay and interest within sixty days of transmitting the calculations.

We adopt the Hearing Officer's Order as modified.

IV. ORDER

The Hearing Officer's Decision and Order are AFFIRMED as modified above.

Issued, at Washington, D.C., August 27, 2026