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

DEPARTMENT OF DEFENSE U.S. ARMY RESERVE PERSONNEL COMMAND ST. LOUIS, MISSOURI Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 900 Charging Party	Case No. DE-CA-80464 (55 FLRA 1309 (2000))

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 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 **AUGUST 21, 2000**, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW, Suite 415
Washington, DC 20424-0001

_____

WILLIAM B. DEVANEY
Administrative Law Judge

Dated: July 19, 2000
Washington, DC

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

MEMORANDUM DATE: July 19, 2000

TO: The Federal Labor Relations Authority

FROM: WILLIAM B. DEVANEY
Administrative Law Judge

SUBJECT: DEPARTMENT OF DEFENSE
U.S. ARMY RESERVE PERSONNEL COMMAND
ST. LOUIS, MISSOURI

Respondent

and Case No. DE-CA-80464
(55 FLRA 1309 (2000))

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO, LOCAL 900

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 on Remand, the service sheet, and the transmittal form sent to the parties. Also enclosed is the Record sent to this office on February 1, 2000.

Enclosures

FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges OALJ

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WASHINGTON, D.C.

DEPARTMENT OF DEFENSE U.S. ARMY RESERVE PERSONNEL COMMAND ST. LOUIS, MISSOURI Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 900 Charging Party	Case No. DE-CA-80464 (55 FLRA 1309 (2000))

G.M. Jeff Keys, Esquire
For the Respondent

Timothy J. Sullivan, Esquire
Michael Farley, Esquire
For the General Counsel

Before: WILLIAM B. DEVANEY
Administrative Law Judge

DECISION

Statement of the Case

The complaint alleged that Respondent violated Section 7116(a)(1) when,

> "17. On or about February 3, 1998, Respondent . . . instructed the Centralized Communications Agency (the CCA) to remove two notices posted by AFGE, Local 900 on its AFGE Bulletin Board." (G.C. Exh. 1(c), Par. 17).

The first notice, General Counsel Exhibit 5, was posted on January 29, 1998, and was removed on January 29, 1998, the day it was posted. The second notice, General Counsel Exhibit 6, was posted on February 2, 1998, and was removed on February 2, 1998, the day it was posted. But for a change of date, the content of General Counsel Exhibit 6 was identical to General Counsel Exhibit 5. In fact, there was

a third notice, posted on February 2, 1998 (General Counsel Exhibit 9).

The Authority, in 55 FLRA 1309, issued January 31, 2000, held that Respondent did not violate Section 7116(a)(1) of the Statute when it removed General Counsel Exhibits 5 and 6, stating, in part, that,

> "In these circumstances, we find that the General Counsel did not establish by a preponderance of the evidence that the Agency removed the material contrary to its established standards. As such, we conclude that removal of the material did not violate section 7116(a)(1) [footnote omitted]. Consequently, we order that this allegation of the complaint be dismissed." (id. at 1314).

The Authority held that, "The Judge Did Not Address An Allegation That Was Properly Before Him", i.e. General Counsel Exhibit 9, which the Authority identifies as the, "Partnership Council Posting" (id.), and remanded this portion of the case stating, in part, as follows:

> "Because the Judge did not address the allegation that the removal of the Partnership Council posting violated the Statute, the Authority does not have the benefit of the Judge's findings concerning the reason for the removal of the posting, and whether it was removed because it did not meet the Respondent's established standards. Accordingly, we remand the allegation concerning removal of the Partnership Council posting to the Judge to consider the reasons for its removal, and whether and how it was contrary to the Respondent's established standards.
>
> . . .
>
> "The allegation that the Respondent violated section 7116(a)(1) of the Statute when it removed the Partnership Council posting from the electronic bulletin board is remanded to the Judge to determine the reasons for its removal, and whether and how it was contrary to the Respondent's established standards.
>
> "The remainder of the complaint is dismissed." (id. at 1315).

Following the Authority's decision, the parties assiduously sought to resolve the matter and, when those efforts failed, the undersigned scheduled, and held, a conference call on June 9, 2000, at which counsel for Respondent and General Counsel took part (Charging Party was given notice of the conference call but did not participate). The possibility of reopening the hearing was explored and the parties agreed that the matter should be decided on the present record. Accordingly, by agreement of the parties, June 30, 2000, was fixed as the date for mailing briefs. Neither General Counsel nor Respondent has filed a brief. On the basis of the entire record, I make the following findings and conclusions:

FINDINGS

1. As noted above, the Complaint alleged that on, or about, February 3, 1998, Respondent instructed its Centralized Communications Agency (CCA) to remove two notices posted by AFGE. Actually, the first notice (G.C. Exh. 5) was removed on January 29, 1998, and the second notice (G.C. Exh. 6) was removed on February 2, 1998. In his testimony, Major Mingo, Information Support Activity, St. Louis (Tr. 42), who is in charge of CCA, noted that it was General Counsel Exhibit 5 that Major Boyd Collins came down, late on January 29, 1998 and told him the command group wanted removed (Tr. 46, 47); in his E-mail response to Ms. Cooper, then President of Local 900, Major Mingo confirmed that, "1. 29 January, 1800, MAJ Boyd Collins came to CCA and asked that a derogatory message be removed from AFGE's Bulletin board. I removed the message. 2. . . . Today [i.e., February 2, 1998, 10:41AM] Ms Price . . . asked me to remove another derogatory message from the AFGE bulletin board. . . ." (G.C. Exh. 7), which from his testimony was identified as General Counsel Exhibit 6 (Tr. 47, 51). Moreover, the only two derogatory messages were General Counsel Exhibit 5 and General Counsel Exhibit 6.

2. Ms. Cooper had testified concerning the posting of General Counsel's Exhibit 5 and its removal (Tr. 23, 25, 27; G.C. Exh. 7) and the posting of General Counsel's Exhibit 6 and its removal (Tr. 25, 26; G.C. Exh. 7) which appeared to constitute the two messages alleged in Paragraph 17 of the Complaint (G.C. Exh. 1(a), Par. 17). When General Counsel asked Ms. Cooper about the status of the partnership council during January, 1998 (Tr. 28), I asked the materiality of the partnership council to the ULP and General Counsel responded,

". . . There's an additional item that was removed from the union's electronic bulletin board and that items (sic) involves issues surrounding partnership and I was trying to just set the context for that." (Tr. 28). (Emphasis supplied.)

To which I had responded, "All right" and General Counsel had proceeded. Ms. Cooper testified that she had General Counsel Exhibit 9 (the Partnership Council posting) posted on the Union electronic bulletin board on February 2, 1998 (G.C. Exh. 9; Tr. 33, 34, 35). The following examination of Ms. Cooper by General Counsel occurred:

"Q BY MS. BELASCO: Did this item remain posted on the union's electronic bulletin board?

"A No.

"Q Ms. Cooper, I hand you again the document that has been admitted as General Counsel's Exhibit 7. Looking at your CC message to Major Mingo at the top of the page, you asked Major Mingo to remove an item from the partnership council's bulletin board [presumably, G.C. Exh. 8]. Did he do that?

"A No.

"Q Aside from this message, did you have any other conversations or correspondence with Major Mingo about the removal of these two items?

"A No." (Tr. 35-36)

3. On February 3, 1998, Respondent filed a grievance against the Union alleging that,

"On February 2, 1998, the Union posted the enclosed message to the AFGE Local 900's electronic bulletin board. [G.C. Exh. 9] This message was sent as the first step of a grievance filed by the Union . . . By publishing this grievance on a public bulletin board, the Union violated Section 13 of Article XXVIII . . . ." (G.C. Exh. 10; Tr. 36).

4. When Major Mingo was being cross-examined by General Counsel, the following colloquy took place:

"JUDGE DEVANEY: . . . Now you haven't done anything with the second message [the Partnership Council Posting, G.C. Exh. 9].[1]

"MR. FARLEY: Your Honor, the -- with respect to the second message, it sounds like the witness' recollection is a bit hazy, so I was just -

"JUDGE DEVANEY: You haven't asked him.

"MR. FARLEY: Well, I had no intention of asking, Your Honor.

"JUDGE DEVANEY: All right. He was told to remove it [G.C. Exh. 5; Tr. 51, 52] and he removed it. So that's --

"Q BY MR. FARLEY: This is not your decision?

"A Was it my decision to remove it?

"Q Yes.

"A No. The message would have still been there if -- if somebody hadn't come down and told me to take it off.

"MR. FARLEY: I have no further questions, Your Honor. . . ." (Tr. 52-53).

5. The Partnership Council Posting, G.C. Exh. 9, consisted of two distinct parts: (a) the top portion was Ms. Cooper's message to bargaining unit employees and is set forth in full below; and (b) the bottom portion was a copy of Ms. Cooper's letter to Colonel D. Conaway, Commanding Officer, AR-PERSCOM dated February 2, 1998, which she, ". . . sent as the first step of the grievance procedure. . . ." (G.C. Exh. 9). The substance of the grievance was as follows:

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[1] Major Mingo had been questioned about General Counsel Exhibits 5 and 6 (Tr. 46, 47) and in his response to Ms. Cooper (G.C. Exh. 7) Major Mingo had further confirmed his removal of General Counsel Exhibit 5 on January 29, 1998, and the removal of General Counsel Exhibit 6 on February 2, 1998. He had not, of course, been asked about the second message (General Counsel Exhibits 5 and 6 were the same, but for the date of posting and removal and constituted, collectively, the first message. The second message was the Partnership Council posting (G.C. Exh. 9). This was clearly understood at the hearing but, perhaps, is not as apparent in the transcript.

"I met with you on/or about November 12-13 and discussed the Partnership Council meetings with you. Together we read over Article IX in the CBA. You informed me you were going to get back with me concerning the Article. On January 28, 1998, your ccmail message was indication enough that the Commander has no intentions of following the CBA. Therefore, you leave the Union no choice but to file this grievance and invite an outside party to interprete (sic) our CBA. Since we obviously can not!!!!!!!" (G.C. Exh. 9).

Ms. Cooper's message to unit employees was as follows:

"Good Morning Bargaining Unit Employees:

"Well, once again the Agency officials have conspired to "UNION BUSTING". The Union read the note on the Partnership bulletin. For those of you who haven't, please read it. If you notice, instead of working with the Union, they (Colonel Cannon-or whoever- with the Commander's approval) insist on slandering this Union. Anyway, Article IX in the CBA (LABOR MANAGEMENT COOPERATION) states that the Commander and Union President will be committee members. It is referencing the Partnership Council. I informed the Commander that in order for the Council to move ahead, the both of us need to be on that Council. But once again, he's declining any affiliation with our bargaining unit employees. When was the last time you all saw Colonel Conaway??? Do you all even know who he is???? He doesn't hold frequent Commander's Calls and invite question and answer sessions. That is what the Union is attempting to do. To get our Commander involved in what's going on. We're tired of going to him with concerns, only to have someone else answer for him. HELP US-HELP YOU.....

"P.S. Please read the attached letter. And if you all are ever interested in knowing what YOUR Union is doing, come see us. We could use some help!!!(smile)" (G.C. Exh. 9).

6. Respondent's policy for the use of E-mail is set forth in the memorandum of April 5, 1997 (Res. Exh. 1; Tr. 49, 50). Paragraph 5, entitled, "PROCEDURES." provides as pertinent,

"a. All personnel shall ensure that the content of their e-mail messages is professional and does not misrepresent or misstate agency, DA or DoD positions or policies.

"b. All users shall comply with policies, regulations and laws outlined in this document.

. . .

"d. E-mail shall not be used for:

. . .

"(4) Illegal, fraudulent or malicious activities.

. . .

"(7) Receiving, producing or sending annoying, harassing, lewd or offensive material

. . .

"(9) Any other functions deemed unacceptable by the commander.

. . . . (Res. Exh. 1, Paragraph 5, sub-paragraphs a., b., d.(4), (7) and (9)).

7. The Authority noted in its decision herein that, "Mary Cooper, the Union's president, can post messages to the bulletin board. However, her practice has been to send a typed message to the Centralized Customer Agency (CCA) . . . which actually does the posting . . . posted items would remain unless or until the Union requested they be removed." (55 FLRA at 1309). Ms. Cooper has a TL account (Tr. 44) and Major Mingo said that any person with a TL account can post messages to a bulletin board (Tr. 46); but, while it would seem to follow that a person who could post messages to a bulletin board could also remove messages from a bulletin board, the record is silent as to the ability of each TL account holder to remove messages from a bulletin board.

CONCLUSIONS

Ms. Cooper did not say when the Partnership Counsel posting (G.C. Exh. 9) was removed; Ms. Cooper did not say, or assert, who removed it; the Partnership Council posting

occurred on February 2, 1998, and the next day Respondent filed a grievance against the Union because, it asserted, publishing its grievance, as part of the Partnership Council posting, violated the parties' Agreement; and when Major Mingo testified, General Counsel on cross-examination pointedly refused to ask him about the Partnership Council posting. The asserted "additional item that was removed. . . ." (Tr. 28) was an inchoate allegation which General Counsel did not perfect; but I would have dismissed this allegation, if required to do so, because General Counsel did not establish by a preponderance of the testimony that Respondent removed the Partnership Council posting. Neither argument of counsel nor the opportunity to litigate an issue supplant the obligation of the General Counsel to prove the allegations by a preponderance of the evidence. Letterkenny Army Depot, 35 FLRA 113, 118 (1990); U.S. Department of Commerce, Patent and Trademark Office, 54 FLRA 360 (1998)(where the Authority stated, ". . . it is axiomatic that the General Counsel bears the burden of establishing each and every element of the alleged unfair labor practice" id. at 370); 5 C.F.R. § 2423.18.

Nevertheless, the Authority has found and concluded, inter alia, that, "It is undisputed that the Respondent removed this message [G.C. Exh. 9] on February 2." (55 FLRA at 1311); ". . . we find that the issue of improper removal of the Partnership Council posting was litigated, and is before the Authority." (id. at 1315); "The allegation that the Respondent violated section 7116(a)(1) of the Statute when it removed the Partnership Council posting from the electronic bulletin board . . ." (id. at 1315), and such findings and conclusions are binding on me and I am constrained to find that Respondent removed the Partnership Council posting from the electronic bulletin board on February 2, 1998.

Respondent's standards are those set forth in Respondent Exhibit 1. There is nothing contained in the grievance, included as part of the Partnership Council posting (G.C. Exh. 9), that is contrary to any Policy or standard set forth in Respondent Exhibit 1. Thus, the statement of its grievance is fully professional and does not misrepresent or misstate agency policy (Par. 5.a., supra). Nothing in the grievance is illegal, fraudulent or malicious; nor is is there anything that could be deemed, "annoying, harassing, lewd or offensive. . . ." Finally, while, "Any other functions deemed unacceptable by the commander." (Res. Exh. 1, Par. 5.d.(9)) is broad, the term, "function" is wholly un-defined and the record affords no standard to measure unacceptability to the Commander. The Union freely has been permitted to post notices to the

electronic bulletin board and this practice both permitted and encouraged it to use the electronic bulletin board for all communications to bargaining unit employees. Indeed, so complete was the transition, that Ms. Cooper said the Union had not used the physical bulletin boards for more than two years. Therefore, having granted the Union a right of access to agency property, arbitrary removal of the type of material routinely posted from the bulletin board merely because the Commander deemed it unacceptable would violate § 16(a)(1) for, as the Authority stated, in Department of the Air Force, Scott Air Force Base, Illinois, 34 FLRA 1129, 1136 (1990),

> ". . . Where a right of access to agency property has been established by past practice, an employer would reasonably tend to discourage union activity in violation of section 7116(a)(1) of the Statute if: (1) the employer discriminatorily denies the union the use of an agency bulletin board or other public area . . .; or (2) the employer removes union material . . . where the union had been permitted to post notices and the posted material meets the employer's established standards . . ." (34 FLRA at 1136).

Here, Respondent's only established standards shown on the record were, inter alia, that posted material not misrepresent or misstate agency policy; that it not be illegal, fraudulent or malicious; and that it must not be annoying, harassing, lewd or offensive. The grievance fully complied with all of these standards. Further, if posting a grievance violated the collective bargaining agreement, it was a contract violation, subject to remedy through the grievance procedure as Respondent elected; but it was not an illegal act nor conduct for which the Commander on a whim could lawfully remove from the electronic bulletin board.

The top portion of the Partnership Council Posting (G.C. Exh. 9) was Ms. Cooper's message to unit employees and differs from the grievance in several respects. First is is more "conversational" in word and tone. Nevertheless, since it is directed to fellow employees it is no less fully professional and does not misrepresent or misstate agency policy. Ms. Cooper stated that the Agreement of the parties provided that the Commander, was a member of the Partnership Council, as assertion that was not disputed. Ms. Cooper asserted, further, that the Agreement required the Commander to attend Partnership Council meetings in person, an assertion with which the Commander, obviously, did not agree. She stated that she had told the Commander that for the Council to "move ahead", both she, as President, and he,

as Commander, needed to be there, but that the Commander declined. To be sure, Ms. Cooper embroidered her position by asking: When did you last see Colonel Conaway?; Do you even know who he is?' He doesn't hold frequent Commander's Calls; but nothing she said, i.e., "He doesn't hold frequent Commander's Calls. . ." and "We're tired of going to him with concerns, only to have someone else answer for him" was untrue nor was there any misrepresentation or misstatement.

Ms. Cooper did assert, ". . . once again the Agency officials have conspired to 'UNION BUSTING'. . . ." (G.C. Exh. 9). She continued, "The Union read the note on the Partnership bulletin. [G.C. Exh. 8] . . . If you notice, instead of working with the Union, they . . . insist on slandering this Union. . . ." (G.C. Exh. 9). Respondent's notice had stated, "The Labor and Management Partnership Council's meetings scheduled for 9 Dec 97 and 13 Jan 98 could not convene. . . ." (G.C. Exh. 8). Ms. Cooper did question this statement; but Respondent's notice continued, "On 9 Dec 97, AFGE Local 900 wrote the Commander stating, 'Effective immediately, the Union will no longer be active members of the Labor and Management Partnership Council.' Subsequent to this letter, none of the Union's members attended the 9 Dec 97 and 13 Jan 98 meetings of the Council. Therefore, no minutes are presented to post." (G.C. Exh. 8). In her message to unit employees (G.C. Exh. 9), Ms. Cooper did not say how she believed Respondent slandered the Union or conspired, "to 'UNION BUSTING'", and neither party offered the Union's December 9, 1997, letter; but Ms. Cooper testified that Respondent slandered the Union and sought to harm the Union by giving employees the false impression that the Union had simply said, ". . . we don't want to have anything to do with the partnership council" (Tr. 31) when it stated that, "effectively immediately the union will no longer be active members of the labor/management partnership council" without accurately stating that the letter the Union sent said, ". . . until Article 9 of the collective bargaining agreement is followed, we will not be present at the partnership council meetings." (Tr. 31). Ms. Cooper's testimony was neither challenged nor denied. Accordingly, her assertion that Respondent undermined the Union and slandered it by omitting critical portions of the Union's letter when posting its notice concerning Partnership Council meetings was fully supported by the record. Ms. Cooper testified without contradiction that, ". . . They [employees] wanted to know why the union was pulled out of partnership. I had upset employees who came in the union office and said I can't believe you all are pulling out of the partnership and they just left. . . . I found myself constantly explaining, and my stewards, also, that the union

did not pull out of the partnership, that we were seeking partnership . . . I said so we're trying to get -- the union is not pulling out of the partnership we believe whole-heartedly in partnership, but we just feel like, without the commander there, that it -- it wasn't existing. . . ." (Tr. 31-32).

Ms. Cooper make the accusation that, ". . . once again the Agency officials have conspired to 'UNION BUSTING'." (G.C. Exh. 9). As General Counsel Exhibit 8 shows, and as Ms. Cooper testified (G.C. Exh. 8; Tr. 30), the author and the person who posted it was a Ms. Joyce Hill, secretary to the Civilian Personnel Officer. For reasons set forth above, by deliberately omitting critical portions of the Union's letter, Respondent did slander and did undermine the Union as shown by the employees' strong negative reaction to the Union as the result of Respondent's posting of notice re: "Partnership Council Minutes" (G.C. Exh. 8); and, while recognizing that Ms. Hill was the designated "author", it was reasonable to believe that she would not have written this notice without the knowledge of her boss, the Personnel Officer and/or Colonel Cannon. However, her assertion that the slandering of the Union and "UNION BUSTING' was done, ". . . with the Commander's approval" could have drawn the ire of the Commander; but Respondent neither challenged nor denied the assertion and I do not find the assertion fraudulent or malicious. Nor do I find the words, "Union Busting" lewd or offensive. It is possible that some would find the words annoying; but because Ms. Cooper's indictment was supported by the record any such objection to the posting was without merit. Ms. Cooper's assertion that, ". . . once again the Agency officials have conspired . . ." (G.C. Exh. 9) could not be determined to be, "annoying" or, "harassing" (Res. Exh. 1,, Par. 5.d.(7)), because the record shows that Respondent's copy of Colonel Cannon's January 26, 1998, letter to Ms. Cooper, which Ms. Cooper had signed to verify receipt (G.C. Exh. 4; Tr. 21), had been released with the inevitable result that, ". . . stewards came in the union office and said, Mary, they're upset, a lot of employees are upset, they're saying that the union is stopping promotions . . ." (Tr. 20), which fully supports Ms. Cooper's statement that once again Agency officials have conspired to undermine and to slander the Union.

Finally, for reasons stated in regard to the grievance, to warrant removal as a function, ". . . deemed unacceptable by the Commander" (Res. Exh. 1, Par. 5.d.(9)), there must be established standards and the only standards shown on the record were those discussed above, namely, that the posted material not misrepresent or misstate agency policy; that it

not be illegal, fraudulent or malicious; and that it must not be annoying, harassing, lewd or offensive. Ms. Cooper's message met these standards.

Accordingly, I find that Ms. Cooper's Partnership Council Posting (G.C. Exh. 9) was not in violation of, or contrary to, Respondent's established standards and Respondent violated § 16(a)(1) of the Statute when it removed it.

Having found that Respondent violated § 16(a)(1) of the Statute, it is recommended that the Authority adopt the following:

ORDERED

Pursuant to § 2423.41 of the Authority's Rules and Regulations, 5 C.F.R. § 2423.41, and § 18 of the Statute, 5 U.S.C. § 7118, it is hereby ordered that the U.S. Department of Defense, U.S. Army Reserve Personnel Command, St. Louis, Missouri, shall:

1. Cease and desist from:

(a) Removing, or causing to be removed, material posted by the American Federation of Government Employees, AFL-CIO, Local 900 (hereinafter, "Union") on its electronic bulletin board on the Command's cc-mail system that meet the established standards pertaining to all users of the cc-mail bulletin board system.

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

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

(a) Allow the Union to post messages on its electronic bulletin board in accordance with established standards pertaining to all users of the cc-mail bulletin boards system.

(b) Post at its facilities at St. Louis, Missouri, copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Commander of the U.S. Army Reserve Personnel Command, St. Louis, Missouri, 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 Authority's Rules and Regulations, 5 C.F.R. § 2423.41(e), notify the Regional Director, Denver Region, Federal Labor Relations Authority, 1244 Speer Boulevard, Suite 100, Denver, Colorado 80204-3581, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply.

_____

WILLIAM B. DEVANEY
Administrative Law Judge

Dated: July 19, 2000
Washington, DC

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 Defense, U.S. Army Reserve Personnel Command, St. Louis, Missouri, has 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 remove, or cause to be removed, material posted by the American Federation of Government Employees, AFL-CIO, Local 900 on its electronic bulletin board on the Command's cc-mail system that meet the established standards pertaining to all users of the cc-mail bulletin board system.

WE WILL NOT in any like or related manner, interfere with, restrain, or coerce our employees in the exercise of their rights assured by the Federal Service Labor-Management Relations Statute.

WE WILL allow the American Federation of Government Employees, AFL-CIO, Local 900, to post messages on its electronic bulletin board in accordance with established standards pertaining to all users of the cc-mail bulletin board system.

DATE: _____ BY:
_____
Commander
U.S. Army Reserve Personnel
Command St. Louis, Missouri

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

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION** issued by WILLIAM B. DEVANEY, Administrative Law Judge, in Case No. DE-CA-80464 (55 FLRA 1309 (2000)), were sent to the following parties:

_____

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CERTIFIED MAIL & RETURN RECEIPT	**CERTIFIED NOS:**
Timothy J. Sullivan, Esquire and Michael Farley, Esquire Federal Labor Relations Authority 1244 Speer Boulevard, Suite 100 Denver, Colorado 80204-3581	P 726 680 973
Jeffrey G. Letts, Esquire DoD, Army Reserve Personnel Command ATTN: AFRC-ZJA 1 Reserve Way St. Louis, MO 63132-5200	P 726 680 974
James Shepherd American Federation of Government Employees, Local 900 900 Page Boulevard St. Louis, MO 63132	P 726 680 975

DATED: July 19, 2000
Washington, DC